



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060
www.cityofclovis.com

November 14, 2022

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; you may participate by calling in by phone (see “Verbal Comments” below); and you may view the meeting which is webcast and accessed at www.cityofclovis.com/agendas.

Written Comments

- Members of the public are encouraged to submit written comments at: www.cityofclovis.com/agendas at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

Verbal Comments

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic

Webex Participation

- Reasonable efforts will be made to allow written and verbal comment from a participant communicating with the host of the virtual meeting. To do so, a participant will need to chat with the host and request to make a written or verbal comment. The host will make reasonable efforts to make written and verbal comments available to the City Council. Due to the new untested format of these meetings, the City cannot guarantee that these written and verbal comments initiated via chat will occur. Participants desiring to make a verbal comment via chat will need to ensure that they accessed the meeting with audio transmission capabilities.

CALL TO ORDER

FLAG SALUTE - Councilmember Whalen

ROLL CALL

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

ORDINANCES AND RESOLUTIONS - With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

CONSENT CALENDAR - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

- [1.](#) Administration - Approval - Minutes from the November 7, 2022, Council Meeting.
- [2.](#) Finance - Approval - Res. 22-____, Budget Amendment to Increase Expenditures Related to Approved Negotiated Salary and Benefit Adjustments.
- [3.](#) General Services – Approval – Waive Formal Bidding or Proposal Requirements and Authorize Purchase of Office Supplies through Cooperative Purchase Contract between OMNIA Partners and Office Depot.
- [4.](#) Planning and Development Services - Approval – Res. 22-____, Final Map Tract 6292, located at the northeast area of Clovis Avenue and Shepherd Avenue (Lennar Homes of California, LLC).
- [5.](#) Planning and Development Services - Approval – Res. 22-____, Annexation of Proposed Tract 6292, located at the northeast area of Clovis Avenue and Shepherd Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (Lennar Homes of California, LLC).
- [6.](#) Planning and Development Services - Approval – Res. 22-____, Final Map Tract 6342, located at the northeast area of Clovis Avenue and Shepherd Avenue (Lennar Homes of California, LLC).
- [7.](#) Planning and Development Services - Approval – Res. 22-____, Annexation of Proposed Tract 6342, located at the northeast area of Clovis Avenue and Shepherd Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (Lennar Homes of California, LLC).
- [8.](#) Planning and Development Services - Approval – Res. 22-____, Final Map Tract 6344, located at the northeast area of Clovis Avenue and Shepherd Avenue (Lennar Homes of California, LLC).
- [9.](#) Planning and Development Services - Approval – Res. 22-____, Annexation of Proposed Tract 6344, located at the northeast area of Clovis Avenue and Shepherd Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (Lennar Homes of California, LLC).
- [10.](#) Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 6348, located at the northeast corner of West Nees and North Timmy Avenues (Gleneagles Homes, Gary McDonald Homes). **(Councilmember Whalen has a conflict of interest on this item)**
- [11.](#) Planning and Development Services - Approval – Bid Award for CIP 19-15, Gettysburg/Norwich Alley Reconstruction – Villa Avenue to Gettysburg Avenue, and Authorize the City Manager to Execute the Contract on Behalf of the City.
- [12.](#) Public Utilities – Approval – Contract Award for the Purchase of a Low-NOx Flare at the Clovis Landfill, and Authorize the City Manager to Execute the Contract on Behalf of the City.
- [13.](#) Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a Global Street Sweeper from Terry Equipment Inc. Using the Sourcewell Purchasing Contract.

COUNCIL ITEMS

- [14.](#) Consider Approval - Confirmation of City Manager's Appointment of Economic Development, Housing and Communications Director.

Staff: John Holt, City Manager

Recommendation: Approve

15. Consider Approval – Change of Council Meeting Schedule.

Staff: John Holt, City Manager

Recommendation: Approve

ADMINISTRATIVE ITEMS - Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

16. Consider various items associated with ±923 acres of property located north of Shepherd Avenue generally between Sunnyside Avenue and North Carson Avenue (Big Dry Creek Dam):

a. Consider Approval – Res. 22-____, a request authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group for the preparation of an Environmental Impact Report and related services.

b. Consider Approval – Res. 22-____, a request allowing for the preparation and submittal of an application to the Fresno County Local Agency Formation Commission to amend the City of Clovis Sphere of Influence to include ±923 acres.

Staff: McKencie Perez, Senior Planner

Recommendation: Approve

17. Consider various items associated with Clovis Landmark Square, Located on the north side of Third Street at Veterans Memorial Parkway.

a. Receive and File – Update on Landmark Square Construction.

b. Consider Approval – Res. 22-____, amending the 2022-2023 Community Investment Program (CIP) budget for the Landmark Square Project.

Staff: Mike Harrison, City Engineer

Recommendation: Receive and File and Approve

18. Consider Adoption – **Ord. 22-10**, an Ordinance of the City Council of the City of Clovis Amending Sections 8.1.02, 8.2.101, 8.5.101, 8.6.101, 8.15.101, 8.16.101, 8.17.101 of Title 8 of The Clovis Municipal Code Pertaining to Adoption of 2022 California Building, Electrical, Mechanical, Plumbing, Residential, Energy and Green Building Standards Codes. (Vote: 4-0-1 with Councilmember Whalen absent)

Staff: Karey Cha, City Clerk

Recommendation: Adopt

19. Consider Adoption – **Ord. 22-11**, Amending Various Sections of Title 4, Chapter 4.4, Article 1 of the Clovis Municipal Code Relating to the California Fire Code. (Vote: 4-0-1 with Councilmember Whalen absent)

Staff: Karey Cha, City Clerk

Recommendation: Adopt

CITY MANAGER COMMENTS

COUNCIL COMMENTS

CLOSED SESSION - A “closed door” (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

20. Government Code Section 54957
PUBLIC EMPLOYMENT PERFORMANCE EVALUATION
Title: City Manager
21. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: City Attorney, Scott G. Cross
Unrepresented Employee: City Manager

ADJOURNMENT

MEETINGS AND KEY ISSUES

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

Nov. 21, 2022 (Mon.) (To Be Cancelled)
Dec. 5, 2022 (Mon.)
Dec. 12, 2022 (Mon.)
Dec. 19, 2022 (Mon.)

CLOVIS CITY COUNCIL MEETING

November 7, 2022

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Flores at 6:03
Flag Salute led by Councilmember Mouanoutoua

Roll Call: Present: Councilmembers Ashbeck, Bessinger, Mouanoutoua,
 Mayor Flores
 Absent: Councilmember Whalen

PUBLIC COMMENTS – 6:04 p.m.

Sherry Persons, resident, shared concerns regarding the negotiation process between the City and the residents impacted by the Sunnyside Avenue water main break.

Melvin Lubisich, property owner, shared his tenant's complaint regarding feral cats surrounding the property.

CONSENT CALENDAR – 6:13 p.m.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, that the items on the Consent Calendar be approved. Motion carried 4-0-1, with Councilmember Whalen absent.

1. Administration - Approval - Minutes from the October 17, 2022, Council Meeting.
2. Administration - Approval – Approve the Purchase of Network, Electrical and Mechanical Equipment, and Related Services to Enhance the Resiliency of the Infrastructure of the City's Server Rooms During Power Outages; and Approval – **Res. 22-123**, Amending the 2022-2023 Information Technology Division and the General Services Facilities Maintenance Budgets to Allocate Funds for Purchase of the Equipment and Services.
3. Administration - Approval – Award the Request for Proposals and approve the purchase of Storage Area Network equipment from AMS.NET in the amount of \$161,495.37.
4. Administration - Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, July-September 2022.
5. Administration - Receive and File – Business Organization of Old Town (BOOT) First Quarter Report, July through September 2022.
6. Finance - Approval - **Res. 22-124**, Amending Resolution 21-129 approving the Appropriations Limit related to approving the 2021-2022 City of Clovis Annual Budget; and Approval - **Res. 22-125**, Amending Resolution 22-54 approving the Appropriations Limit related to approving the 2022-2023 City of Clovis Annual Budget.
7. Fire – Approval – Waive formal bidding requirements and authorize the purchase of replacement self-contained breathing apparatus (SCBA), SCBA fill station, and O2 (oxygen) fill station.
8. Planning and Development Services - Approval – **Res. 22-126**, Final Map Tract 6367, located at the southeast area of Nees Avenue and North Armstrong Avenue (Gleneagles

Homes, a California Corp doing business as Gary McDonald Homes, a California corporation).

9. Planning and Development Services - Approval – **Res. 22-127**, Annexation of Proposed Tract 6367, located at the southeast area of Nees Avenue and North Armstrong Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (Gleneagles Homes, a California Corp doing business as Gary McDonald Homes, a California corporation).

COUNCIL ITEMS – 6:14 p.m.

- 6:15 – ITEM 10- APPROVED – APPOINTMENT TO CONSOLIDATED MOSQUITO ABATEMENT DISTRICT.

Motion for approval to reappoint the current representative, Jennifer Willems, to the Consolidated Mosquito Abatement District for a 2-year term through December 31, 2024. Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger. Motion carried 4-0-1 with Councilmember Whalen absent.

- 6:16 – ITEM 11 - CONSIDER – A REQUEST FROM THE BUILDING INDUSTRY ASSOCIATION TO DRAFT A LETTER TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION REGARDING THE IMPACTS OF PACIFIC GAS & ELECTRIC BUSINESS PRACTICES AND HOW THEY ARE NEGATIVELY IMPACTING THE CITY OF CLOVIS DEVELOPMENT.

Motion for approval to draft a letter relative to Clovis to the California Public Utilities Commission and to State representatives by Councilmember Ashbeck, seconded by Councilmember Bessinger. Motion carried 4-0-1 with Councilmember Whalen absent.

PUBLIC HEARINGS – 6:27 p.m.

- 6:27 – ITEM 12 - CONSIDER INTRODUCTION – **ORD. 22-10**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING SECTIONS 8.1.02, 8.2.101, 8.5.101, 8.6.101, 8.15.101, 8.16.101, 8.17.101 OF TITLE 8 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO ADOPTION OF 2022 CALIFORNIA BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, RESIDENTIAL, ENERGY AND GREEN BUILDING STANDARDS CODES.

Mike Cunningham, resident, shared his experience with installing lithium batteries in his home.

Motion for approval by Councilmember Ashbeck, seconded by Councilmember Bessinger. Motion carried 4-0-1 with Councilmember Whalen absent.

- 6:38 – ITEM 13 - CONSIDER APPROVAL – **RES. 22-128**, MAKING AND ADOPTING EXPRESS FINDINGS TO THE 2022 CALIFORNIA FIRE CODE REASONABLY REQUIRED BASED ON LOCAL CLIMATIC, GEOLOGICAL, AND TOPOGRAPHICAL CONDITIONS; AND CONSIDER INTRODUCTION – **ORD. 22-11**, AMENDING VARIOUS SECTIONS OF

TITLE 4, CHAPTER 4.4, ARTICLE 1 OF THE CLOVIS MUNICIPAL CODE RELATING TO THE CALIFORNIA FIRE CODE.

Motion for approval of Res. 22-128 by Councilmember Ashbeck, seconded by Councilmember Bessinger. Motion carried 4-0-1 with Councilmember Whalen absent.

Motion for approval of the introduction of Ord. 22-11 by Councilmember Ashbeck, seconded by Councilmember Bessinger. Motion carried 4-0-1 with Councilmember Whalen absent.

6:46 – ITEM 14 - CONSIDER APPROVAL – **RES. 22-129**, APPROVING THE CITY'S UPDATED MASTER ADMINISTRATIVE FEE SCHEDULE.

Motion for approval with modifications to the Fire Administrative Fees by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua. Motion carried 4-0-1 with Councilmember Whalen absent.

ADMINISTRATIVE ITEMS – 7:07

7:07 – ITEM 15 - CONSIDER ADOPTION – ORD. 22-09, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING ARTICLE 5 DEPARTMENT OF PUBLIC UTILITIES, SECTIONS 2.2.501 AND 2.2.502, AND ADDING SECTIONS 2.2.503 AND 2.2.504 OF CHAPTER 2.2 (OFFICERS AND EMPLOYEES) OF THE CLOVIS MUNICIPAL CODE PERTAINING TO THE DEPARTMENT OF PUBLIC UTILITIES AND THE POSITION OF PUBLIC UTILITIES DIRECTOR. (VOTE: 4-0-1 WITH COUNCILMEMBER ASHBECK ABSENT)

Motion for approval by Councilmember Bessinger, seconded by Councilmember Mouanoutoua. Motion carried 3-0-1-1 with Councilmember Whalen absent and Councilmember Ashbeck abstaining.

CITY MANAGER COMMENTS – 6:59

COUNCIL COMMENTS – 7:00

Mayor Flores adjourned the meeting of the Council to November 14, 2022

Meeting adjourned: 7:07 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: November 14, 2022

SUBJECT: Finance - Approval - Res. 22-____, Budget Amendment to Increase Expenditures Related to Approved Negotiated Salary and Benefit Adjustments.

ATTACHMENTS: 1. Res. 22-____, Budget Amendment

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a resolution amending the 2022-2023 Budget for all departments to provide for the cost of the approved negotiated salary and benefit adjustments.

EXECUTIVE SUMMARY

Between June 20 and August 1, 2022, Council approved updated Memoranda of Understanding with the City's eight bargaining units, as well as approved updates to certain management salaries and benefits. The newly negotiated salaries and benefits, along with the agreement to provide certain premium pay related to the COVID-19 pandemic, was more than what was provided for in the adopted 2022-2023 Budget. Therefore, it is necessary to adopt a resolution that increases expenditures in each department to reflect the additional costs that were agreed to by the City.

BACKGROUND

The fiscal year 2022-2023 Budget was adopted on June 13, 2022. The City included within that adopted budget a 3.66% cost-of-living increase for all full-time employees. However, negotiations with the City's eight bargaining units resulted in a 5% cost-of-living adjustment, along with a variety of other equity and benefit adjustments. Furthermore, the City agreed to pay a one-time premium to those employees who worked during the COVID-19 pandemic.

The total amount of the budget amendment necessary for all funds is approximately \$5.5 million. The one-time payment for premium pay related to the COVID-19 pandemic for all funds is approximately \$2.0 million. The remaining \$3.5 million represents ongoing costs for negotiated increases in employee salaries and benefits.

The total amount of the budget amendment specific to the General Fund is approximately \$3.7 million. The one-time payment for premium pay related to the COVID-19 pandemic is approximately \$1.2 million for the General Fund. The remaining \$2.5 million in the General Fund represents ongoing costs for negotiated increases in employee salaries and benefits.

These additional costs were not included in the adopted budget; therefore, staff is bringing forth a budget amendment to increase the expenditures for salaries and benefits for all affected departments.

FISCAL IMPACT

The attached budget amendment resolution outlines the expenditure impact to each department and fund. Existing resources within each fund will be utilized to cover the additional costs of the negotiated salary and benefit increases, as well as the one-time premium payout, for the current fiscal year.

REASON FOR RECOMMENDATION

The approval of this resolution is necessary to reflect within the budget the increased costs that will be incurred due to the negotiated salary and benefit increases, as well as the one-time premium payout.

ACTIONS FOLLOWING APPROVAL

The budget will be amended to reflect the changes to each department's salary and benefit expenditure line items.

Prepared by: Jeff Blanks, Deputy Finance Director

Reviewed by: City Manager *JH*

RESOLUTION 22-____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN AMENDMENT TO THE ANNUAL BUDGET FOR
FISCAL YEAR 2022-2023**

WHEREAS, the City Council adopted the 2022-2023 Budget on June 13, 2022; and

WHEREAS, the City Council approved the Memoranda of Understanding between the City and its eight bargaining units on June 20, 2022 and July 5, 2022; and

WHEREAS, the City Council approved certain wage and benefit changes for its unrepresented management employees on July 5, 2022 and approved additional wage and benefit changes for specific executive management employees on August 1, 2022; and

WHEREAS, the City Council approved one-time COVID premium pay for both full-time and part-time employees on June 20, 2022 and July 5, 2022; and

WHEREAS, the additional expenditures needed for these negotiated salary and benefit adjustments were not included in the 2022-2023 Budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clovis approves the budget amendment as shown in the "Summary of Expenditures by Department" and the "Summary of Expenditures by Fund" attached as Attachment A.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: November 14, 2022

Mayor

City Clerk

Attachment A

SUMMARY OF EXPENDITURES BY DEPARTMENT

Department

City Manager	\$ 228,400
General Services	\$ 494,600
Finance	\$ 60,800
Planning & Development Services	\$ 276,800
Police	\$2,508,700
Fire	\$ 734,500
Public Utilities	\$1,215,800

Total	\$5,519,600
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SUMMARY OF EXPENDITURES BY FUND

Fund

General Fund	\$3,681,800
Housing & Community Development	\$ 6,600
Liability & Property Insurance	\$ 5,600
Employee Benefits	\$ 12,600
Fleet Maintenance	\$ 95,800
General Government Services	\$ 200,100
Community Sanitation	\$ 444,700
Sewer Service	\$ 118,500
Water Service	\$ 330,600
Transit	\$ 346,500
Planning & Development Services	\$ 276,800

Total	\$5,519,600
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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: November 14, 2022

SUBJECT: General Services – Approval – Waive Formal Bidding or Proposal Requirements and Authorize Purchase of Office Supplies through Cooperative Purchase Contract between OMNIA Partners and Office Depot.

ATTACHMENTS: None

CONFLICT OF INTEREST

None

RECOMMENDATION

For Council to waive formal bidding or proposal requirements and authorize staff to purchase office supplies through a competitively bid Cooperative Purchase Contract between OMNIA Partners and Office Depot through June 30, 2024, and any approved extension periods, up to and including June 30, 2029.

EXECUTIVE SUMMARY

The City is currently contracting with Office Solutions for the acquisition of office supplies through November 5, 2022. Due to supply chain constraints, staff has had to utilize other office supply companies to fulfill office supply orders. Staff recommends utilizing the OMNIA Partners cooperative purchase contract with Office Depot for acquisition of office supplies. Waiving the City's formal bidding or proposal process for procuring a contract for office supplies and instead using a competitively bid cooperative purchase contract is authorized by Clovis Municipal Code Section 2.7.06(a) and Section IV.C. of the City's Purchasing Manual.

Office Depot was recently awarded a five (5) year contract by OMNIA Partners from July 1, 2019, through June 30, 2024, with five (5) 1-year renewal options. OMNIA Partners, Public Sector is a public sector purchasing organization for state and local government, K-12 education, colleges, and universities. All contracts awarded by OMNIA have been competitively solicited and publicly awarded by a government entity serving as the lead agency while utilizing industry best practices and processes. The solicitation and award process used by OMNIA is comparable to the City's formal proposal process for procurement of supplies and equipment and purchasing supplies

through this cooperative purchase contract is authorized pursuant to Section IV.C. of the City's Purchasing Manual.

BACKGROUND

The City is currently contracting with Office Solutions for the acquisition of office supplies through November 5, 2022. Due to supply chain constraints staff has had to utilize other office supply vendors to fulfill office supply orders. Staff recommends utilizing the OMNIA Partners cooperative contract for acquisition of office supplies with Office Depot. Staff is currently utilizing Office Depot to purchase items that are not available from the Office Solutions website.

Office Depot formally served as the City's office supply vendor from 2015 to 2019 with an excellent service record among staff. Office Depot proposes to provide the City a complete service, inclusive of OMNIA Partners guaranteed lowest pricing per OMNIA Contract #R190303.

Procurement

Region 4 Education Service Center (ESC), as the Principal Procurement Agency, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency").

Office Depot was awarded Contract #R190303, a cooperative contract offered through OMNIA Partners, formally known as National IPA and U.S. Communities. OMNIA Partners is a cooperative purchasing organization, offering cooperative contracts to the public sector which have been competitively solicited and publicly awarded by a lead agency using applicable procurement laws and regulations.

The lead agency in this case, Region 4 ESC, issued a Request for Proposals (RFP) for office supply services as detailed in the RFP 19-03 [ODP Business Solutions Cooperative Contract | Contract Documentation \(omniapartners.com\)](https://omniapartners.com). The RFP's public notice was listed in multiple states on numerous occasions. Seven proposals were submitted and evaluated by an evaluation committee. Office Depot was one of the four awarded agencies and entered into a contract with Region 4 ESC, from July 1, 2019, through June 30, 2024, with options for five (5) 1-year extensions through June 30, 2029.

The City of Clovis is a registered member with OMNIA Partners and has utilized their services in the past with a high level of satisfaction.

FISCAL IMPACT

The City's projected needs for office supplies are within the FY22/23 budget allocation for these products.

REASON FOR RECOMMENDATION

Due to economic conditions and supply constraints with our current vendor, staff recommends authorizing the use of the OMNIA cooperative contract with Office Depot. Office Depot has serviced the City for office supplies in the past with a great reputation among City staff.

Pursuant to the City's purchasing requirements, purchases of items/services exceeding \$60,000.00 require City Council approval following a formal bidding or proposal process, unless waived by the City Council. Waiving the City's formal bidding or proposal process for procuring a contract for office supplies and instead using a competitively bid cooperative purchase contract is authorized by Clovis Municipal Code Section 2.7.06(a) and Section IV.C. of the City's Purchasing Manual.

ACTIONS FOLLOWING APPROVAL

Staff will schedule web-based training for all office supply buyers from each department. The remaining initial contract term is from November 15, 2022 – June 30, 2024, and may thereafter be extended annually one year at a time for a total of five (5) years (up to June 30, 2029) upon mutual agreement of OMNIA and Office Depot.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Reviewed by: City Manager AF



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 14, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-____, Final Map Tract 6292, located at the northeast area of Clovis Avenue and Shepherd Avenue (Lennar Homes of California, LLC).

ATTACHMENTS: 1. Res. 22-____
2. Vicinity Map
3. Copy of Final Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Res. 22-____, which will:

1. Accept the offer of dedication of parcels and public utility easements within Tract 6292; and
2. Authorize the recording of the final map.

EXECUTIVE SUMMARY

The owner, Lennar Homes of California, LLC, acting as the subdivider, has submitted a final map. The improvement plans are being processed by City staff. The improvements to be installed include curb, gutter, sidewalk, streetlights, fire hydrants, street paving, sanitary sewer, water mains, and landscaping. The subject tract is at the northeast area of Clovis Avenue and Shepherd Avenues. It contains approximately 46.55 acres and consists of 177 residential units, zoned R-1.

FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, fire hydrants, street paving, sanitary sewer, water mains, and landscaping, which will be perpetually maintained by the City of Clovis. For the streetlights, the City will pay for the power and PG&E will provide the maintenance.

REASON FOR RECOMMENDATION

The subdivision agreement has been executed by the subdivider and all development fees paid or deferred in accordance with the Municipal Code. The agreement provides for the developer to complete a technically correct map and improvement plans, and to complete all the required improvements in compliance with the conditions of approval. The improvements are adequately secured.

ACTIONS FOLLOWING APPROVAL

The final map will be filed with the Fresno County Recorder's office for recording.

Prepared by: Jeff Brown, Engineer II

Reviewed by: City Manager AK

RESOLUTION 22-____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6292**

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6292, by The City of Clovis, a Municipal Corporation; and

WHEREAS, said final tract conforms to the requirements of Chapter 2, Part 2, of Division 4 of the Business and Professions Code and to local ordinances.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clovis as follows:

1. The final map of Tract 6292, consisting of six (6) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.
2. The subdivision improvement plans for said tract have been approved by City Staff.
3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$11,609,640.00.
4. The offer and dedication for public use of the parcels and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.
5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.
6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) of the remaining improvements to be constructed or the sum of \$11,610,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$5,805,000.00 for payment of labor and materials furnished by contractors, subcontractors, laborers and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.
7. Subdivider shall furnish a bond in the sum of \$1,161,000.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

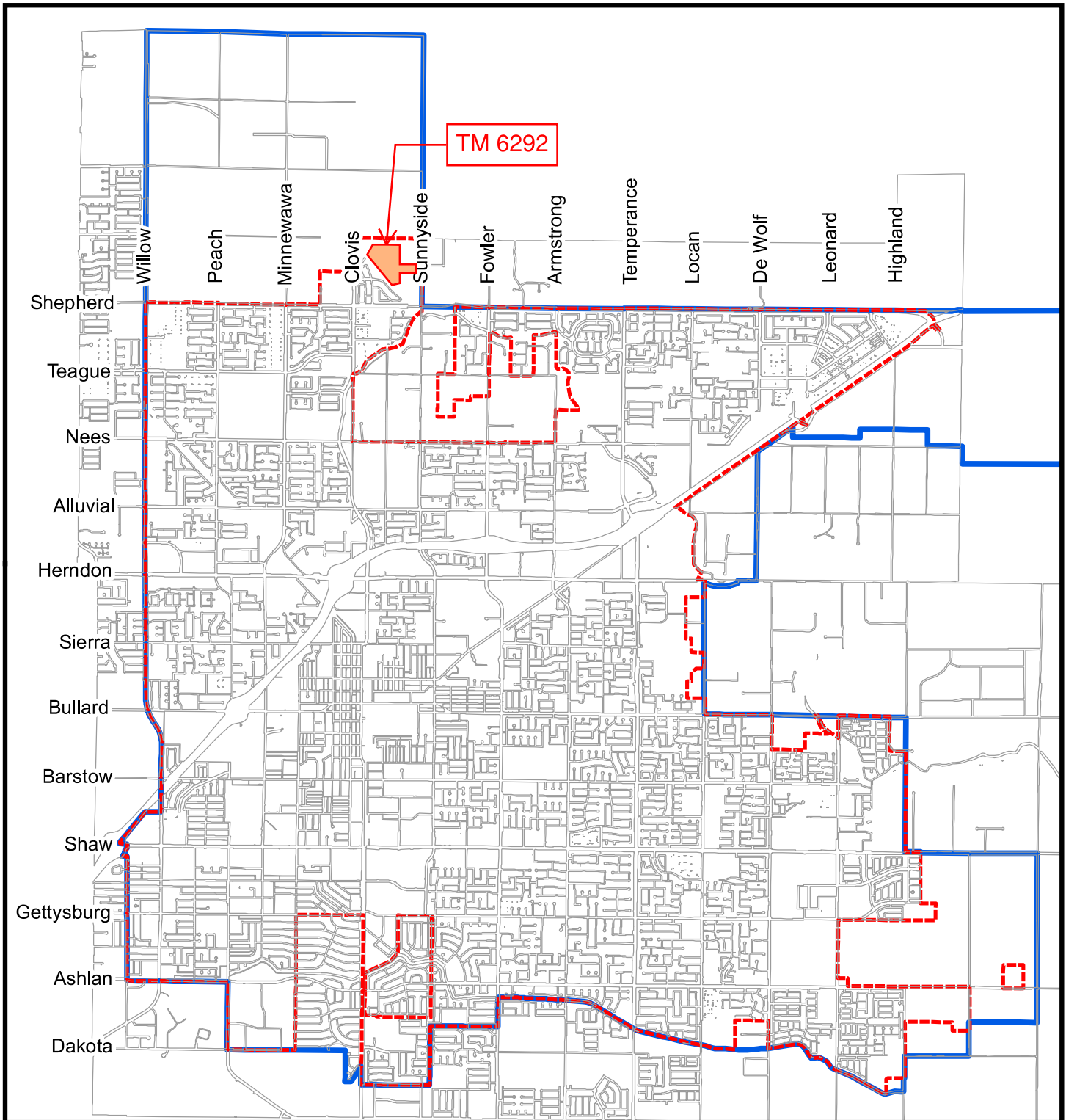
DATED: November 14, 2022

Mayor

City Clerk

VICINITY MAP

TM 6292 (Lennar Homes of California)



Attachment 2



OWNERS STATEMENT:

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Mike Miller
MIKE MILLER, VICE PRESIDENT

NOTARY ACKNOWLEDGMENTS:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
COUNTY OF FRESNO

ON Oct 5, 2022 BEFORE ME Christina Jacobs, NOTARY PUBLIC, PERSONALLY APPEARED MIKE MILLER, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,
Christina Jacobs

SIGNATURE

MY COMMISSION EXPIRES Nov 7 2023 COUNTY OF: Fresno

COMMISSION NUMBER: 23082378

FRESNO IRRIGATION DISTRICT, AN EASEMENT HOLDER

THE FRESNO IRRIGATION DISTRICT, A CALIFORNIA IRRIGATION DISTRICT

BY: Ryan Jacobsen
RYAN JACOBSEN
PRESIDENT

William R. Stretch
BILL STRETCH
SECRETARY

NOTARY ACKNOWLEDGMENTS:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
COUNTY OF FRESNO

ON October 13, 2022 BEFORE ME Laurie Kiser, NOTARY PUBLIC, PERSONALLY APPEARED RYAN JACOBSEN AND BILL STRETCH, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY AND THAT BY THEIR SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,
Laurie Kiser

SIGNATURE

MY COMMISSION EXPIRES: Dec. 26, 2025 COUNTY OF: Fresno

COMMISSION NUMBER: 2385090

THIS LAND IS SUBJECT TO THE FOLLOWING:

1. THE EFFECT OF AN INSTRUMENT ENTITLED "BEFORE THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT RESOLUTION PROVIDING FOR THE RECORDATION OF A MAP IDENTIFYING AREAS SUBJECT TO PAYMENT OF DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES", RECORDED JULY 31, 1995 AS DOCUMENT NO. 95092126, OFFICIAL RECORDS FRESNO COUNTY.
2. AN EASEMENT FOR PUBLIC ROAD AND INCIDENTAL PURPOSES, RECORDED MAY 6, 1883 IN BOOK 31 OF DEEDS AT PAGE 310, FRESNO COUNTY RECORDS. (DOES NOT AFFECT PROPERTY).
3. AN EASEMENT FOR DITCH, CANAL, WATERWAY AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 25, 1907 IN BOOK 367 OF DEEDS AT PAGE 405, FRESNO COUNTY RECORDS. (THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION).
4. AN EASEMENT FOR ENTERPRISE CANAL AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 28, 1912 IN BOOK 499 OF DEEDS AT PAGE 53, FRESNO COUNTY RECORDS. (THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION).
5. AN EASEMENT IN FAVOR OF THE FRESNO IRRIGATION DISTRICT FOR AN EASEMENT FOR DITCH, KNOWN AS BEYMER DITCH, 427 AND INCIDENTAL PURPOSES, RECORDED JUNE 19, 1941 AS INSTRUMENT NO. 21501 IN BOOK 2060 AT PAGE 188, OFFICIAL RECORDS FRESNO COUNTY. (THE LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION).
6. AN EASEMENT FOR DOTTE BROWN IRRIGATION EASEMENT AND INCIDENTAL PURPOSES, RECORDED JANUARY 25, 1974 AS INSTRUMENT NO. 6848 IN BOOK 6258 AT PAGE 992, OFFICIAL RECORDS FRESNO COUNTY. (DOES NOT AFFECT PROPERTY)
7. RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS RESERVED IN DEED EXECUTED BY SUNLAND VINEYARDS COMPANY, RECORDED MARCH 17, 1978, AS BOOK 6691, PAGE 209, OFFICIAL RECORDS FRESNO COUNTY.
8. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CERTIFICATION OF COMPLETION FOR SIERRA AND NAVELENCIA RESOURCE CONSERVATION DISTRICT CONSOLIDATION" RECORDED FEBRUARY 18, 2009 AS INSTRUMENT NO. 2009-0025421-1, OFFICIAL RECORDS FRESNO COUNTY.

FINAL MAP OF
TRACT NO. 6292
PHASE TWO OF VESTING TENTATIVE TRACT NO. 6200
IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN AUGUST 2018 BY YAMABE & HORN ENGINEERING, INC.
CONSISTING OF 6 SHEETS, SHEET 1 OF 6

LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT(S) 178, AS SHOWN ON THE FINAL MAP ENTITLED "TRACT NO. 6200", RECORDED IN THE OFFICE OF THE FRESNO COUNTY RECORDER ON DECEMBER 24, 2019, IN VOLUME 89 OF PLATS AT PAGE(S) 39-45 OF SAID COUNTY.

EXCEPTING THEREFROM ALL THAT PORTION OF LOT 178 OF TRACT NO. 6200, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 89 OF PLATS AT PAGES 39 THROUGH 45, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERNMOST CORNER OF SAID LOT 178, SAID SOUTHERNMOST CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF THE LAND DESCRIBED PER THE DEED RECORDED NOVEMBER 15, 2019 AS DOCUMENT NO. 2019-0138140, OFFICIAL RECORDS FRESNO COUNTY, SAID SOUTHERNMOST CORNER ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1380.00 FEET AND TO WHICH SAID BEGINNING A RADIAL LINE BEARS SOUTH 45°47'52" WEST; THENCE

- 1) NORTHWESTERLY, 180.50 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 72°59'52"; THENCE
- 2) NORTH 36°42'16" WEST, 112.74 FEET ALONG A LINE TANGENT TO LAST SAID CURVE; THENCE
- 3) NORTH 39°22'06" WEST, 91.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 410.00 FEET; THENCE
- 4) NORTHWESTERLY, 153.70 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 21°28'46"; THENCE
- 5) NORTH 60°50'52" WEST, 118.70 FEET ALONG A LINE TANGENT TO LAST SAID CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 350.00 FEET; THENCE
- 6) NORTHWESTERLY, 61.45 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 10°03'36"; THENCE
- 7) NORTH 50°47'16" WEST, 61.95 FEET ALONG A LINE TANGENT TO LAST SAID CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1162.00 FEET; THENCE
- 8) NORTHWESTERLY, 329.33 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 16°14'19"; THENCE
- 9) NORTH 34°32'57" WEST, 232.78 FEET ALONG A LINE TANGENT TO LAST SAID CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 970.00 FEET; THENCE
- 10) NORTHWESTERLY, 104.91 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 6°11'48"; THENCE

LEAVING THE SAID SOUTHWESTERLY LINE OF SAID LOT 178, NORTH 13°00'14" WEST, 65.11 FEET ALONG THE SAID NORTHEASTERLY LINE OF THE LAND DESCRIBED PER SAID DOCUMENT NO. 2019-0138140 TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1000.00 FEET AND TO WHICH SAID BEGINNING A RADIAL LINE BEARS NORTH 45°53'31" EAST; THENCE

CONTINUING ALONG SAID NORTHEASTERLY LINE NORTHWESTERLY, 144.77 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 8°17'41" TO THE WEST LINE OF SAID LOT 178 AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1053.00 FEET AND TO WHICH SAID BEGINNING A RADIAL LINE BEARS SOUTH 60°50'18" EAST; THENCE

NORTHEASTERLY, 10.12 FEET ALONG SAID NON-TANGENT CURVE AND SAID WEST LINE THROUGH A CENTRAL OF 0°33'00" TO A POINT ON A LINE 10.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SAID NORTHEASTERLY LINE OF THE LAND DESCRIBED PER SAID DOCUMENT NO. 2019-0138140 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1010.00 FEET AND TO WHICH SAID BEGINNING A RADIAL LINE BEARS NORTH 37°30'37" EAST; THENCE

ALONG SAID PARALLEL LINE THE FOLLOWING ELEVEN COURSES:

- 1) SOUTHEASTERLY, 150.35 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 8°31'45"; THENCE
- 2) SOUTH 19°00'41" EAST, 65.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 980.00 FEET AND TO WHICH SAID BEGINNING A RADIAL LINE BEARS NORTH 49°23'17" EAST; THENCE
- 3) SOUTHEASTERLY, 103.70 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 6°03'46"; THENCE
- 4) SOUTH 34°32'57" EAST, 232.78 FEET ALONG A LINE TANGENT TO LAST SAID CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1162.00 FEET; THENCE
- 5) SOUTHEASTERLY, 326.50 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 16°14'19"; THENCE
- 6) SOUTH 50°47'16" EAST, 61.95 FEET ALONG A LINE TANGENT TO LAST SAID CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 340.00 FEET; THENCE
- 7) SOUTHEASTERLY, 59.70 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 10°03'36"; THENCE
- 8) NORTH 60°50'52" EAST, 118.70 FEET ALONG A LINE TANGENT TO LAST SAID CURVE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 420.00 FEET; THENCE
- 9) SOUTHEASTERLY, 157.45 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 21°28'46"; THENCE
- 10) SOUTH 39°22'06" EAST, 91.34 FEET ALONG A LINE TANGENT TO LAST SAID CURVE; THENCE
- 11) SOUTH 36°42'16" EAST, 112.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1370.00 FEET; THENCE
- 12) SOUTHEASTERLY, 183.66 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 7°40'51" TO THE SOUTH LINE OF SAID LOT 178; THENCE

SOUTH 69°25'26" WEST, 10.92 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 16,608 SQUARE FEET, MORE OR LESS AND PARTICULARLY DESCRIBED IN A DEED TO THE CITY OF CLOVIS, RECORDED AUGUST 10, 2020 AS DOCUMENT NO. 2020-0102725.

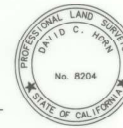
FURTHER EXCEPTING THEREFROM: AN UNDIVIDED ONE-HALF OF THE UNDERLYING MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND GEOTHERMAL STEAM DEPOSITS IN AND UNDER SAID LAND, AS RESERVED BY SUNLAND VINEYARDS COMPANY, A CORPORATION, IN THE DEED RECORDED MARCH 17, 1978, IN BOOK 6691, PAGE 209 OF OFFICIAL RECORDS, DOCUMENT NO. 28121.

THIS LAND IS SUBJECT TO THE FOLLOWING (CONTINUED):

9. AN EASEMENT FOR FACILITIES FOR THE DISTRIBUTION OF ELECTRIC ENERGY AND COMMUNICATION PURPOSES AND INCIDENTAL PURPOSES, RECORDED MAY 4, 2015 AS INSTRUMENT NO. 2015-0053909, OFFICIAL RECORDS FRESNO COUNTY. (DOES NOT AFFECT PROPERTY).
10. A DOCUMENT ENTITLED "CERTIFICATE OF COMPLETION SHEPHERD-SUNNYSIDE NORTHWEST REORGANIZATION" RECORDED DECEMBER 19, 2018 AS INSTRUMENT NO. 2018-0150987, OFFICIAL RECORDS FRESNO COUNTY.
11. EASEMENTS, DEDICATIONS, RESERVATIONS, REINFORCEMENTS, RECTALS, CERTIFICATES AND ANY OTHER MATTERS AS PROVIDED FOR OR DELINEATED ON THAT CERTAIN MAP ENTITLED "TRACT 6200", RECORDED DECEMBER 24, 2019, IN VOL. 89 OF PLATS AT PG. 39-45.
12. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED AGREEMENT FOR DEFERMENT OF DEVELOPMENT REQUIREMENTS OF THE CITY OF CLOVIS, TO DO WORK AFTER NOTICE AND CREATING LIEN ON REAL PROPERTY, EXECUTED BY AND BETWEEN CITY OF CLOVIS, A MUNICIPAL CORPORATION AND LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION AND PATRICK VINCENT RICCHIUTI, AS TRUSTEE OF THE PATRICK VINCENT RICCHIUTI FAMILY TRUST DATED MAY 17, 1985, RECORDED DECEMBER 24, 2019, AS RICCHIUTI FAMILY TRUST DATED MAY 17, 1985, RECORDED DECEMBER 24, 2019, AS INSTRUMENT NO. 2019-0155582 OF OFFICIAL RECORDS.
13. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "STATEMENT OF CONVENIENTS AFFECTING LAND DEVELOPMENT RIGHT TO FARM", RECORDED DECEMBER 24, 2019 AS INSTRUMENT NO. 2019-0155583 OF OFFICIAL RECORDS.
14. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED MAINTENANCE AGREEMENT, EXECUTED BY AND BETWEEN CITY OF CLOVIS, A CALIFORNIA MUNICIPAL CORPORATION AND LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION AND PATRICK VINCENT RICCHIUTI, AS TRUSTEE OF THE PATRICK VINCENT RICCHIUTI FAMILY TRUST DATED MAY 17, 1985, RECORDED DECEMBER 24, 2019 AS INSTRUMENT NO. 2019-0155586 OF OFFICIAL RECORDS.
15. THE EFFECT OF A DOCUMENT ENTITLED "CERTIFICATE OF CORRECTION", RECORDED DECEMBER 17, 2020 AS INSTRUMENT NO. 2020-0182407 OF OFFICIAL RECORDS OF FRESNO COUNTY.
16. AN EASEMENT FOR PUBLIC AND INCIDENTAL PURPOSES, RECORDED JANUARY 19, 2021 AS INSTRUMENT NO. 2021-0008318 OF OFFICIAL RECORDS.

SURVEYORS STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, LLC ON AUGUST 5, 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED. OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



David C. Horn
DAVID C. HORN, PLS 8204

9-28-22
DATE

CITY ENGINEER'S STATEMENT

I, MICHAEL J. HARRISON, CITY ENGINEER OF THE CITY OF CLOVIS HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.



Michael J. Harrison
MICHAEL J. HARRISON, P.L.S. 8088
CITY ENGINEER

DATE

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION ADOPTED _____, 2022 APPROVED THE WITHIN MAP AND ACCEPTED ALTERATIONS THEREOF, ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

Karey Cha, CITY CLERK

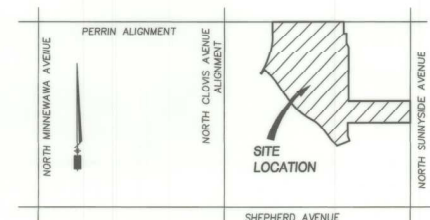
DATED _____

RECORDERS CERTIFICATE

DOCUMENT NO. _____ FEE PAID \$ _____
FILED THIS _____ DAY OF _____, 2022, AT _____, M.
IN VOLUME _____ OF PLATS, AT PAGES _____ THROUGH _____, FRESNO COUNTY RECORDS,
AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, LLC.

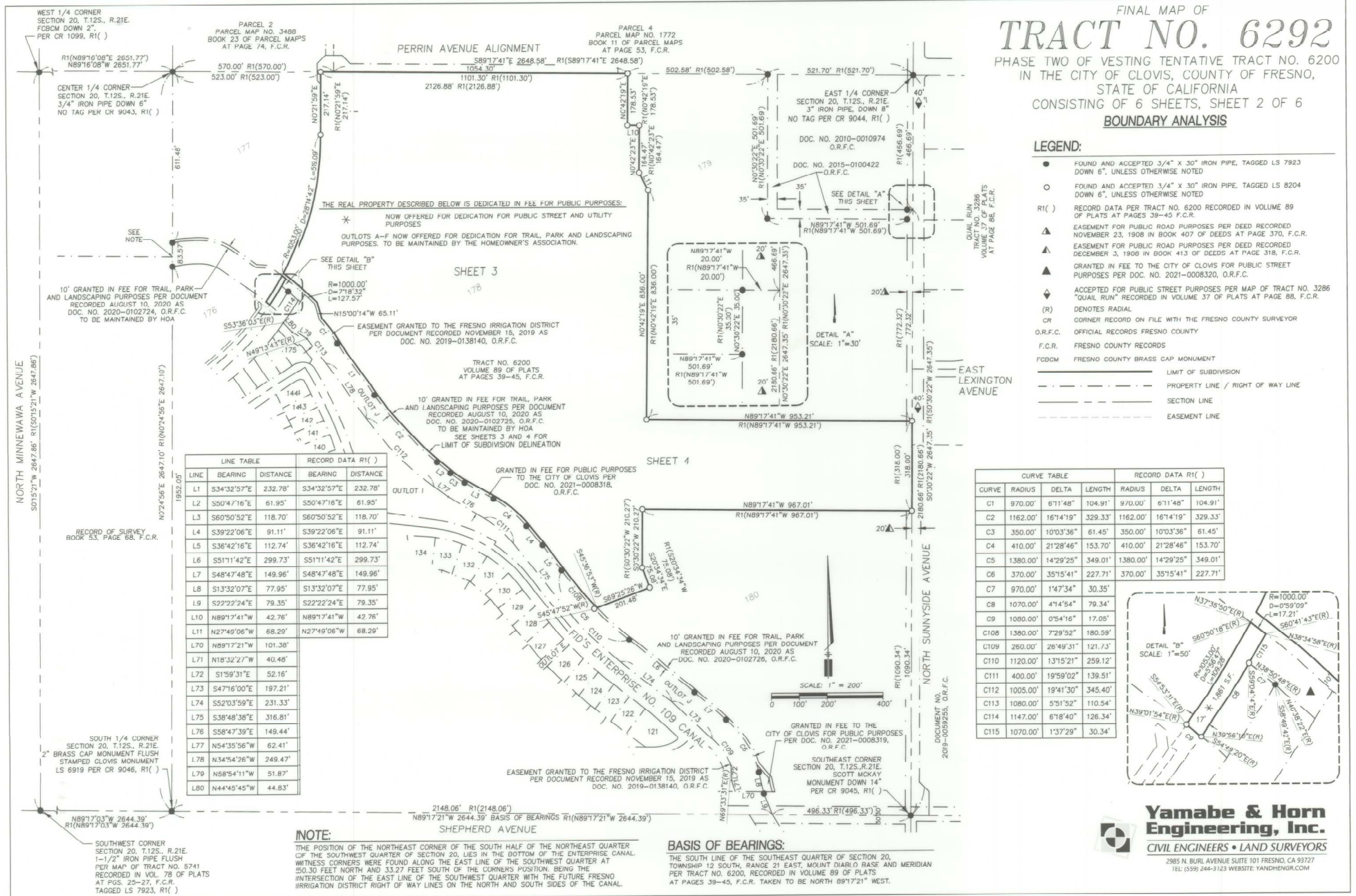
PAUL DICTOS, C.P.A., FRESNO COUNTY ASSESSOR-RECORDER

BY: _____
DEPUTY COUNTY RECORDER



VICINITY MAP: NOT TO SCALE

Yamabe & Horn
Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM



FINAL MAP OF
TRACT NO. 6292

PHASE TWO OF VESTING TENTATIVE TRACT NO. 6200
IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
STATE OF CALIFORNIA
CONSISTING OF 6 SHEETS, SHEET 3 OF 6

LEGEND:

- FOUND AND ACCEPTED 3/4" x 30" IRON PIPE, TAGGED LS 7923 DOWN 6" PER R1(), UNLESS OTHERWISE NOTED
- FOUND AND ACCEPTED 3/4" x 30" IRON PIPE, TAGGED LS 8204 DOWN 6", UNLESS OTHERWISE NOTED
- R1() RECORD DATA PER TRACT NO. 6200 RECORDED IN VOLUME 89 OF PLATS AT PAGES 39-45 F.C.R.
- △ 10' GRANTED IN FEE FOR TRAIL, PARK, AND LANDSCAPING PURPOSES PER DOCUMENT RECORDED AUGUST 10, 2020 AS DOC. NO. 2020-0132726, O.R.F.C. TO BE MAINTAINED BY HOA.
- EASEMENT GRANTED TO THE FRESNO IRRIGATION DISTRICT PER DOCUMENT RECORDED NOVEMBER 15, 2019 AS DOC. NO. 2019-0138140, O.R.F.C.
- ◀ 20' WIDE STORM DRAIN PIPELINE AND DRAINAGE FLOODWAY EASEMENT PREVIOUSLY RECORDED AS DOCUMENT NO. 2022-0093345, O.R.F.C.
- SET 3/4" x 30" LONG IRON PIPE DOWN 6" TAGGED LS 8204 AS WITNESS CORNER ON LOT LINE 4.00' FROM PROPERTY CORNER ON LINE OR 4.00' x 4.00' OFFSET FROM PROPERTY LINES AS INDICATED.
- (R) DENOTES RADIAL BEARING
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- F.C.R. FRESNO COUNTY RECORDS

NOTE:

1. SET 3/4" X 30" LONG IRON PIPE DOWN 6" TAPPED LS B204 AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE, UNLESS OTHERWISE NOTED.
2. SEE SHEET 5 FOR COMPLETE LINE, CURVE & RADIAL TABLES

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
 NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY

OUTLOTS A-F NOW OFFERED FOR DEDICATION FOR TRAIL, PARK AND LANDSCAPING PURPOSES. TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- | | |
|-----|---|
| PUE | NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY EASEMENT PURPOSES |
| PE | NOW OFFERED FOR DEDICATION FOR PEDESTRIAN EASEMENT PURPOSES |
| LE | NOW OFFERED FOR DEDICATION FOR LANDSCAPE EASEMENT PURPOSES |

BASIS OF BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN
PER TRACT NO. 6200, RECORDED IN VOLUME 89 OF PLATS
AT PAGES 39-45. F.C.R. TAKEN TO BE NORTH 89°17'21" WEST.

TRACT NO. 6200
VOLUME 89 OF PLATS
AT PAGES 39-45, F.C.R.

**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENG.COM

FINAL MAP OF
TRACT NO. 6292
PHASE TWO OF VESTING TENTATIVE TRACT NO. 6200
IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
STATE OF CALIFORNIA
CONSISTING OF 6 SHEETS, SHEET 4 OF 6

LEGEND:

- FOUND AND ACCEPTED 3/4" X 30" IRON PIPE, TAGGED LS 7923 DOWN 6" PER R1(), UNLESS OTHERWISE NOTED
- FOUND AND ACCEPTED 3/4" X 30" IRON PIPE, TAGGED LS 8204 DOWN 6", UNLESS OTHERWISE NOTED
- R1() RECORD DATA PER TRACT NO. 6200 RECORDED IN VOLUME 89 OF PLATS AT PAGES 39-45 F.C.R.
- ▲ EASEMENT FOR PUBLIC ROAD PURPOSES PER DEED RECORDED DECEMBER 3, 1908 IN BOOK 413 OF DEEDS AT PAGE 318, F.C.R.
- ▲ EASEMENT GRANTED TO THE FRESNO IRRIGATION DISTRICT PER DOCUMENT RECORDED NOVEMBER 15, 2019 AS DOC. NO. 2019-0138140, O.R.F.C.
- SET 3/4" X 30" LONG IRON PIPE DOWN 6" TAGGED LS R204 AS WITNESS CORNER ON LOT LINE 4.00' FROM PROPERTY CORNER ON LINE OR 4.00' X 4.00' OFFSET FROM PROPERTY LINES AS INDICATED.

LEGEND (CONTINUED):

- ◆ ACCEPTED FOR PUBLIC STREET PURPOSES PER MAP OF TRACT NO. 3286 "QUAL RUN" RECORDED IN VOLUME 37 OF PLATS AT PAGE 88, F.C.R.
- ▲ EASEMENT FOR PUBLIC ROAD PURPOSES PER DEED RECORDED NOVEMBER 23, 1908 IN BOOK 407 OF DEEDS AT PAGE 370, F.C.R.
- △ 10' GRANTED IN FEE FOR TRAIL, PARK, AND LANDSCAPING PURPOSES PER DOCUMENT RECORDED AUGUST 10, 2020 AS DOC. NO. 2020-0102725, O.R.F.C. TO BE MAINTAINED BY HOA.
- (R) DENOTES RADIAL
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- F.C.R. FRESNO COUNTY RECORDS
- LIMIT OF SUBDIVISION
- - - - - PROPERTY LINE / RIGHT OF WAY LINE
- SECTION LINE
- - - - - EASEMENT LINE

NOTE:

1. SET 3/4" X 30" LONG IRON PIPE DOWN 6" TAGGED LS R204 AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE, UNLESS OTHERWISE NOTED.
2. SEE SHEET 5 FOR COMPLETE LINE, CURVE & RADIAL TABLES

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

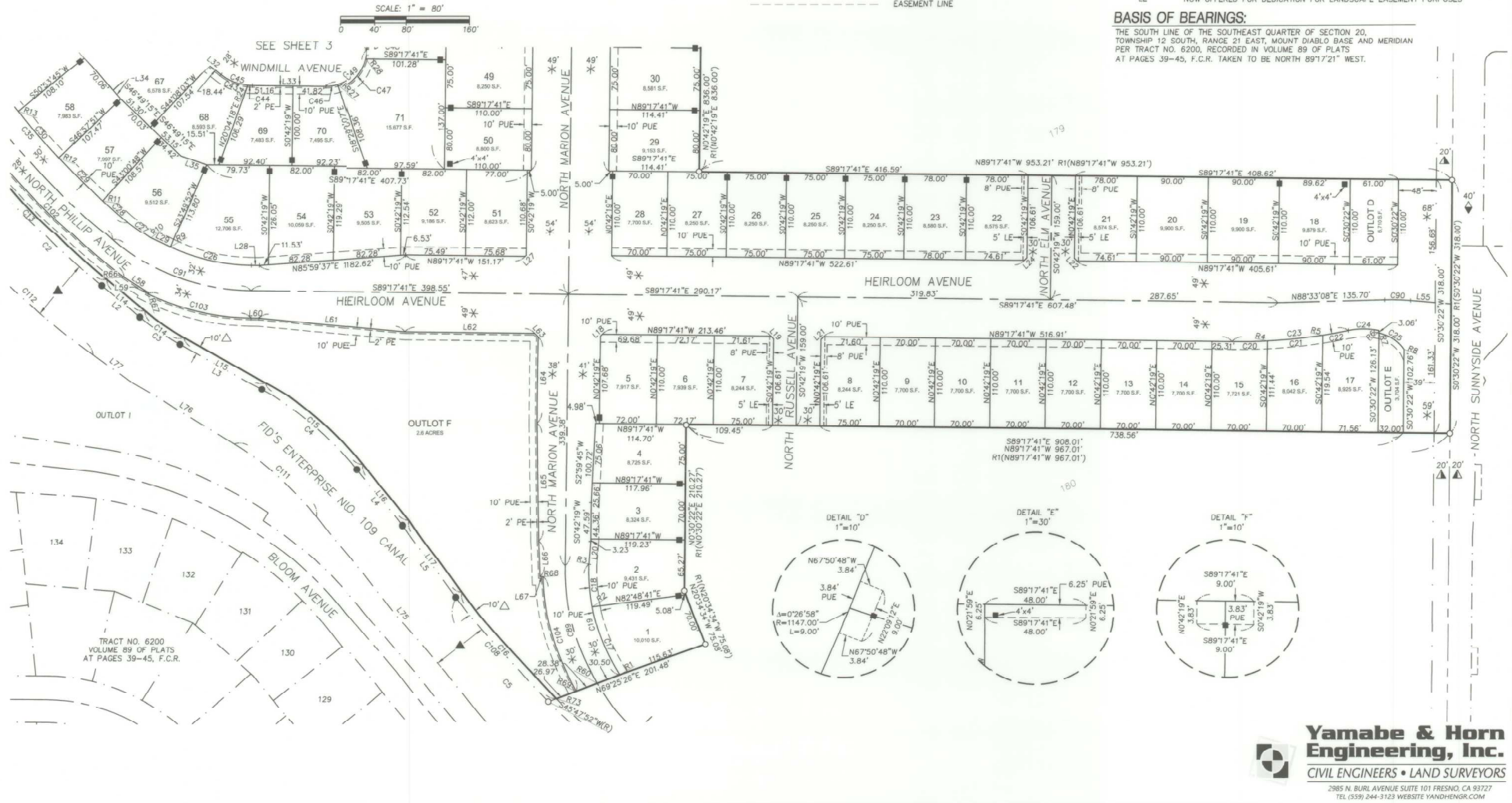
- * NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES
- OUTLOTS A-F NOW OFFERED FOR DEDICATION FOR TRAIL, PARK AND LANDSCAPING PURPOSES. TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- PUE NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY EASEMENT PURPOSES
- PE NOW OFFERED FOR DEDICATION FOR PEDESTRIAN EASEMENT PURPOSES
- LE NOW OFFERED FOR DEDICATION FOR LANDSCAPE EASEMENT PURPOSES

BASIS OF BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN PER TRACT NO. 6200, RECORDED IN VOLUME 89 OF PLATS AT PAGES 39-45, F.C.R. TAKEN TO BE NORTH 89°17'21" WEST.



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Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS
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FINAL MAP OF
TRACT NO. 6292
 PHASE TWO OF VESTING TENTATIVE TRACT NO. 6200
 IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
 STATE OF CALIFORNIA
 CONSISTING OF 6 SHEETS, SHEET 5 OF 6

CURVE TABLE				RECORD DATA R()		
CURVE	RADIUS	DELTA	LENGTH	RADIUS	DELTA	LENGTH
C1	970.00'	6°11'48"	104.91'	970.00'	6°11'48"	104.91'
C2	1162.00'	16°14'19"	329.33'	1162.00'	16°14'19"	329.33'
C3	350.00'	10°03'36"	61.45'	350.00'	10°03'36"	61.45'
C4	410.00'	21°28'46"	153.70'	410.00'	21°28'46"	153.70'
C5	1380.00'	14°29'25"	349.01'	1380.00'	14°29'25"	349.01'
C6	370.00'	35°15'41"	227.71'	370.00'	35°15'41"	227.71'
C7	970.00'	1°47'34"	30.38'			
C8	1070.00'	4°14'54"	79.34'			
C9	1080.00'	0°54'16"	17.05'			
C10	1010.00'	5°26'12"	95.83'			
C11	1010.00'	3°05'33"	54.52'			
C12	980.00'	6°03'46"	103.70'			
C13	1152.00'	16°14'19"	326.50'			
C14	340.00'	10°03'36"	59.70'			
C15	420.00'	21°28'46"	157.45'			
C16	1370.00'	7°40'51"	183.66'			
C17	266.00'	21°09'23"	98.22'			
C18	266.00'	11°33'15"	53.65'			
C19	266.00'	32°42'42"	151.87'			
C20	694.00'	3°41'32"	44.72'			
C21	694.00'	5°49'13"	70.50'			
C22	694.00'	2°42'57"	32.90'			
C23	694.00'	12°13'42"	148.12'			
C24	96.00'	23°19'43"	39.09'			
C25	52.30'	42°33'27"	38.85'			
C26	248.00'	24°30'31"	106.08'			
C27	250.00'	8°18'49"	36.23'			
C28	1028.00'	2°20'37"	42.05'			
C29	1028.00'	4°19'05"	77.47'			
C30	1028.00'	4°19'05"	77.47'			
C31	1028.00'	4°19'05"	77.48'			
C32	1028.00'	4°18'08"	77.19'			
C33	1028.00'	6°09'26"	110.47'			
C34	1028.00'	1°14'24"	22.25'			
C35	1028.00'	26°59'50"	484.38'			
C36	192.00'	12°12'50"	40.93'			
C37	308.00'	10°28'17"	56.29'			
C38	308.00'	11°13'00"	60.30'			
C39	308.00'	11°17'00"	60.66'			
C40	308.00'	11°06'00"	59.67'			
C41	308.00'	4°20'00"	23.29'			
C42	308.00'	48°24'17"	260.21'			
C43	66.00'	32°10'14"	37.06'			
C44	66.00'	5°12'37"	6.00'			
C45	66.00'	37°22'51"	43.06'			
C46	48.00'	17°57'00"	15.04'			
C47	48.00'	58°48'07"	49.26'			
C48	48.00'	13°14'53"	11.10'			
C49	48.00'	90°00'00"	75.40'			
C50	48.00'	18°12'36"	15.26'			

CURVE TABLE (CONT.)			
CURVE	RADIUS	DELTA	LENGTH
C51	48.00'	46°10'16"	38.68'
C52	48.00'	25°37'08"	21.46'
C53	48.00'	90°00'00"	75.40'
C54	48.00'	21°05'44"	17.68'
C55	48.00'	37°49'09"	31.68'
C56	48.00'	31°05'07"	26.04'
C57	48.00'	90°00'00"	75.40'
C58	972.00'	0°16'59"	4.00'
C59	972.00'	3°10'34"	53.88'
C60	972.00'	3°10'33"	53.88'
C61	972.00'	3°10'33"	53.88'
C62	972.00'	3°14'31"	55.00'
C63	972.00'	3°24'07"	57.71'
C64	972.00'	16°27'17"	279.15'
C65	250.00'	2°46'39"	12.12'
C66	250.00'	11°22'16"	49.61'
C67	1026.00'	2°46'43"	49.76'
C68	1147.00'	1°34'30"	31.52'
C69	1147.00'	2°31'04"	50.41'
C70	1147.00'	2°30'22"	50.17'
C71	1147.00'	2°29'59"	50.04'
C72	1147.00'	2°29'51"	50.00'
C73	1147.00'	2°27'05"	49.07'
C74	1147.00'	2°28'06"	49.41'
C75	1147.00'	2°25'22"	48.50'
C76	1147.00'	2°25'48"	48.65'
C77	1147.00'	2°26'22"	48.84'
C78	1147.00'	2°29'48"	49.97'
C79	1147.00'	2°04'53"	41.68'
C80	1147.00'	28°23'10"	568.26'
C81	252.00'	25°49'03"	113.55'
C82	252.00'	21°26'22"	94.30'
C83	252.00'	47°15'25"	207.85'
C84	194.00'	5°50'43"	19.79'
C85	1028.00'	3°39'27"	65.62'
C86	1028.00'	3°43'11"	66.74'
C87	1028.00'	7°22'38"	132.36'
C88	1028.00'	1°39'12"	29.67'
C89	296.00'	31°05'54"	160.66'
C90	300.00'	6°13'13"	32.57'
C91	280.00'	38°57'39"	190.40'
C92	1058.00'	26°59'50"	498.52'
C93	222.00'	23°20'04"	90.41'
C94	280.00'	55°33'41"	271.52'
C95	222.00'	17°09'43"	66.50'
C96	1000.00'	0°35'59"	10.46'
C97	1000.00'	12°00'06"	209.47'
C98	1000.00'	3°51'12"	67.26'
C99	1147.00'	0°49'21"	16.47'
C100	250.00'	26°20'52"	114.97'

CURVE TABLE (CONT.)			
CURVE	RADIUS	DELTA	LENGTH
C101	250.00'	40°29'47"	176.70'
C102	1086.00'	29°10'59"	553.14'
C103	314.00'	24°38'11"	135.02'
C104	324.00'	27°41'43"	156.61'
C105	1100.00'	28°41'15"	550.76'
C106	250.00'	61°2'54"	27.12'
C107	1010.00'	8°31'46"	160.35'
C108	1380.00'	7°29'52"	160.59'
C109	260.00'	26°49'31"	121.73'
C110	1120.00'	13°15'21"	259.12'
C111	400.00'	19°59'02"	139.51'
C112	1005.00'	19°41'30"	345.40'
C113	1080.00'	5°51'52"	110.54'
C114	1147.00'	6°18'40"	126.34'
C115	1070.00'	1°37'29"	30.34'

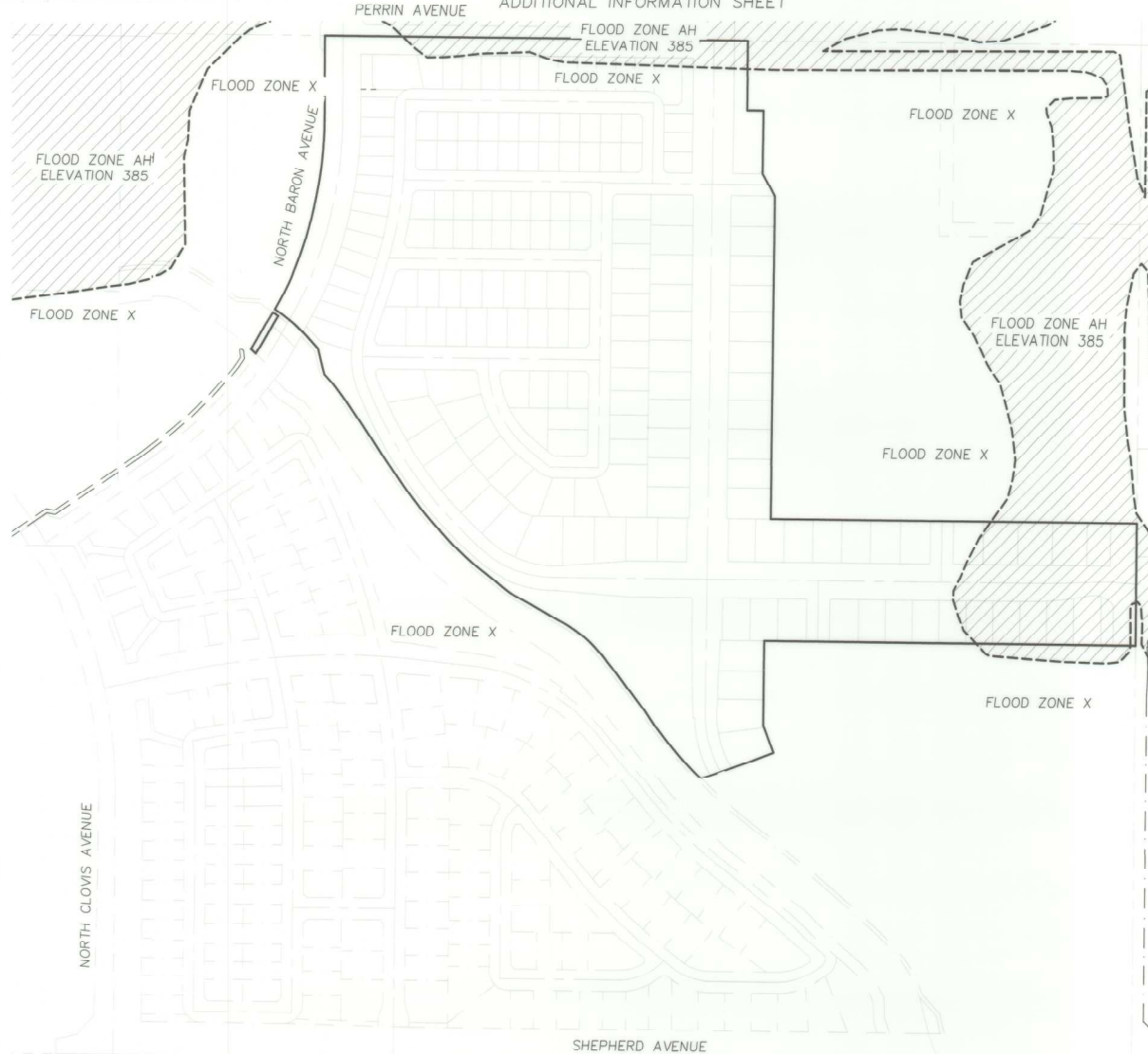
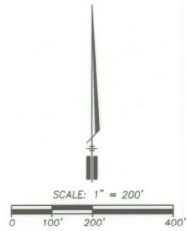
LINE TABLE			RECORD DATA R()	
LINE	BEARING	DISTANCE	BEARING	DISTANCE
L1	S34°32'57"E	232.78'	S34°32'57"E	232.78'
L2	S50°47'16"E	61.95'	S50°47'16"E	61.95'
L3	S60°50'52"E	118.70'	S60°50'52"E	118.70'
L4	S39°22'06"E	91.11'	S39°22'06"E	91.11'
L5	S36°42'16"E	112.74'	S36°42'16"E	112.74'
L6	S51°11'42"E	299.73'	S51°11'42"E	299.73'
L7	S48°47'48"E	149.96'	S48°47'48"E	149.96'
L8	S13°32'07"E	77.95'	S13°32'07"E	77.95'
L9	S22°22'24"E	79.35'	S22°22'24"E	79.35'
L10	N89°17'41"W	42.76'	N89°17'41"W	42.76'
L11	N27°49'06"W	68.29'	N27°49'06"W	68.29'
L12	N15°00'14"W	65.42'		
L13	N34°32'57"W	232.78'		
L14	N50°47'16"W	61.95'		
L15	N60°50'52"W	118.70'		
L16	N39°22'06"W	91.34'		
L17	N36°42'16"W	112.97'		
L18	N45°42'19"E	3.28'		
L19	S44°17'41"E	4.80'		
L20	N4°31'10"E	29.92'		
L21	N45°42'19"E	4.80'		
L22	N44°17'41"W	4.80'		
L23	N45°42'19"E	3.28'		
L24	S45°42'19"W	4.80'		
L25	N45°42'19"E	13.28'		
L26	S44°17'41"E	3.28'		
L27	S45°42'19"W	1.87'		
L28	N89°17'41"W	10.06'		
L29	S66°00'00"E	26.74'		
L30	S39°18'33"W	11.02'		
L31	S46°25'31"E	13.24'		
L32	S51°54'50"E	54.90'		
L33	S89°17'41"E	92.98'		
L34	N41°02'34"W	14.79'		
L35	S71°04'46"E	34.42'		
L36	N44°17'41"W	13.28'		
L37	S44°29'59"E	13.08'		
L38	N45°42'19"E	13.34'		
L39	N42°54'14"E	13.39'		
L40	S44°17'41"E	13.28'		
L41	S45°42'19"W	13.28'		
L42	N51°54'50"W	58.28'		
L43	N53°55'57"E	13.34'		
L44	S44°17'41"E	13.28'		
L45	S45°42'19"W	13.28'		
L46	N38°46'15"W	13.55'		
L47	N48°36'50"E	13.23'		
L48	S44°17'41"E	13.28'		
L49	S45°42'19"W	13.28'		
L50	N37°44'47"W	13.63'		

LINE TABLE (CONT.)		
LINE	BEARING	DISTANCE
L51	N45°42'19"E	13.28'
L52	S44°17'41"E	13.28'
L53	S45°42'19"W	13.28'
L54	N43°29'19"W	13.31'
L55	N85°13'39"W	31.44'
L56	S23°20'12"E	25.60'
L57	S23°20'12"E	25.60'
L58	S50°08'52"E	36.11'
L59	S25°20'30"W	2.00'
L60	S89°17'41"E	9.97'
L61	S84°35'00"E	182.62'
L62	S89°17'41"E	164.25'
L63	S44°17'41"E	6.11'
L64	S04°42'19"W	106.27'
L65	S05°05'56"E	147.86'
L66	S21°7'27"E	46.65'
L67	N87°42'33"E	3.88'
L68	S89°17'41"E	35.05'
L69	S45°42'21"W	13.28'
L70	N89°17'21"W	101.38'
L71	N18°32'27"W	40.48'
L72	S1°59'31"E	52.16'
L73	S47°16'00"E	197.21'
L74	S52°03'59"E	231.33'
L75	S38°48'38"E	316.81'
L76	S58°47'39"E	149.44'
L77	N54°35'56"W	62.41'
L78	N34°54'26"W	249.47'
L79	N68°54'11"W	51.87'
L80	N44°45'45"W	44.63'
L81	N89°17'41"W	75.00'
L82	N89°17'41"W	75.00'
L83	N89°17'41"W	75.00'



RADIAL TABLE	
RADIAL	BEARING
R1	S58°29'12"W
R2	S79°38'39"W
R3	N88°48'05"W
R4	S2°59'13"E
R5	S8°48'26"E
R6	N11°48'20"E
R7	N11°46'31"E
R8	N54°19'57"E
R9	S25°12'50"W
R10	S31°21'09"W
R11	S42°00'35"W
R12	S46°19'40"W
R13	S50°38'45"W
R14	S54°57'50"W
R15	S59°15'58"W
R16	S65°25'24"W
R17	S66°39'48"W
R18	S78°52'39"W
R19	S86°29'27"W
R20	S76°01'10"W
R21	S64°48'11"W
R22	S53°31'10"W
R23	S42°25'10"W
R24	S55°45'56"W
R25	S61°23'19"E
R26	N37°30'37"E
R27	S17°14'41"E
R28	S76°02'48"E
R29	N42°43'40"E
R30	N72°29'43"E
R31	N26°19'27"E
R32	N20°23'25"W
R33	N58°12'34"W
R34	S89°00'41"E
R35	S85°50'08"E
R36	S82°39'35"E
R37	S79°29'02"E
R38	S76°14'31"E
R39	N75°37'03"W
R40	N86°59'19"W
R41	N45°30'23"E
R42	S61°14'51"E
R43	S62°49'21"E
R44	S65°20'26"E
R45	S67°50'48"E

RADIAL TABLE (CONT.)	
RADIAL	BEARING
R46	S70°20'46"E
R47	S72°50'38"E
R48	S75°17'42"E
R49	S77°45'48"E
R50	S80°11'10"E
R51	S82°36'58"E
R52	S88°03'20"E
R53	S87°33'08"E
R54	S63°54'13"W
R55	S85°20'35"W
R56	N78°41'08"W
R57	S76°06'25"E
R58	S83°29'03"E
R59	S87°38'29"E
R60	S59°36'25"W
R61	S89°59'52"W
R62	N86°21'09"W
R63	S73°26'23"E
R64	S83°26'29"E
R65	S60°25'30"E
R66	S37°28'49"W
R67	S25°20'30"W
R68	S88°09'29"W
R69	S602°7'45"W
R70	S79°45'52"E
R71	N40°02'22"E
R72	N49°31'7"E
R73	S45°36'53"W
R74	N42°56'49"W

FINAL MAP OF
TRACT NO. 6292
 PHASE TWO OF VESTING TENTATIVE TRACT NO. 6200
 IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
 STATE OF CALIFORNIA
 CONSISTING OF 6 SHEETS, SHEET 6 OF 6
 ADDITIONAL INFORMATION SHEET



LEGEND:

-  AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
-  FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS DETERMINED.

FLOOD INFORMATION:

THE INFORMATION ON THIS SHEET IS BASED ON THE FLOOD INSURANCE RATE MAP (FIRM) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON MAP NUMBER 06019C1580H, COMMUNITY PANEL NUMBER 060044 WITH AN EFFECTIVE DATE OF FEBRUARY 18, 2009 IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA.



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 Engineering, Inc.**
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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 14, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-____, Annexation of Proposed Tract 6292, located at the northeast area of Clovis Avenue and Shepherd Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (Lennar Homes of California, LLC).

ATTACHMENTS: 1. Res. 22-____

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Res. 22-____, which will annex proposed Tract 6292, located at the northeast area of Clovis Avenue and Shepherd Avenue to the Landscape Maintenance District (LMD) No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, Lennar Homes of California, LLC, acting as the subdivider, has requested to be annexed to the LMD No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tentative Tract 6292.

BACKGROUND

Lennar Homes of California, LLC, the developer of Tract 6292, has executed a covenant that this development be annexed to the City of Clovis, LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

Under the provisions of the Landscaping and Lighting Act of 1972 and in accordance with Article XIII C and Article XIII D of Proposition 218, all the owners of property proposed for annexation have provided a written request and consent to annexation and have executed a covenant (petition) indicating acceptance of the annual assessment.

FISCAL IMPACT

This project will add landscaping to the LMD No. 1 of the City of Clovis shown as follows:

	<u>Tract 6292</u>	<u>Year to Date</u>
LMD Landscaping added:	4.643 acres	5.946 acres
Resource needs added:	0.464 persons	0.595 persons

The resource needs estimate is based on 1 person per 10 acres of landscaped area.

REASON FOR RECOMMENDATION

The property owners for the subject tract have requested annexation into the City of Clovis LMD No. 1.

ACTIONS FOLLOWING APPROVAL

Tract 6292 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: Jeff Brown, Engineer II

Reviewed by: City Manager *AH*

RESOLUTION 22-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING ANNEXATION TO LANDSCAPING MAINTENANCE DISTRICT NO. 1 OF THE
CITY OF CLOVIS**

WHEREAS, City of Clovis Landscape Maintenance District No. 1 ("District") was formed by Resolution No. 85-78, adopted July 15, 1985, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6292, as described in Attachment A attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis as follows:

1. That the public interest and convenience require that certain property described in Attachment A attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.
2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in Attachment A which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: November 14, 2022

Mayor

City Clerk

ATTACHMENT A

Legal Description

Lots 1 through 177, inclusive, of Tract Map 6292 recorded in Volume _____ of Plats at Pages _____ through _____, Fresno County Records.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 14, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-____, Final Map Tract 6342, located at the northeast area of Clovis Avenue and Shepherd Avenue (Lennar Homes of California, LLC).

ATTACHMENTS: 1. Res. 22-____
2. Vicinity Map
3. Copy of Final Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Res. 22-____, which will:

1. Accept the offer of dedication of parcels and public utility easements within Tract 6342; and
2. Authorize the recording of the final map.

EXECUTIVE SUMMARY

The owner, Lennar Homes of California, LLC, acting as the subdivider, has submitted a final map. The improvement plans are being processed by City staff. The improvements to be installed include curb, gutter, sidewalk, streetlights, fire hydrants, street paving, sanitary sewer, water mains, and landscaping. The subject tract is at the northeast area of Clovis Avenue and Shepherd Avenues. It contains approximately 20.32 acres and consists of 84 residential units, zoned R-1.

FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, fire hydrants, street paving, sanitary sewer, water mains, and landscaping, which will be perpetually maintained by the City of Clovis. For the streetlights, the City will pay for the power and PG&E will provide the maintenance.

REASON FOR RECOMMENDATION

The subdivision agreement has been executed by the subdivider and all development fees paid or deferred in accordance with the Municipal Code. The agreement provides for the developer to complete a technically correct map and improvement plans, and to complete all the required improvements in compliance with the conditions of approval. The improvements are adequately secured.

ACTIONS FOLLOWING APPROVAL

The final map will be filed with the Fresno County Recorder's office for recording.

Prepared by: Jeff Brown, Engineer II

Reviewed by: City Manager AH

RESOLUTION 22-____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6342**

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6342, by The City of Clovis, a Municipal Corporation; and

WHEREAS, said final tract conforms to the requirements of Chapter 2, Part 2, of Division 4 of the Business and Professions Code and to local ordinances.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis by the City Council of the City of Clovis as follows:

1. The final map of Tract 6342, consisting of five (5) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.
2. The subdivision improvement plans for said tract have been approved by City Staff.
3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$2,723,983.00.
4. The offer and dedication for public use of the parcels and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.
5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.
6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) of the remaining improvements to be constructed or the sum of \$2,724,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$1,362,000.00 for payment of labor and materials furnished by contractors, subcontractors, laborers and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.
7. Subdivider shall furnish a bond in the sum of \$272,400.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

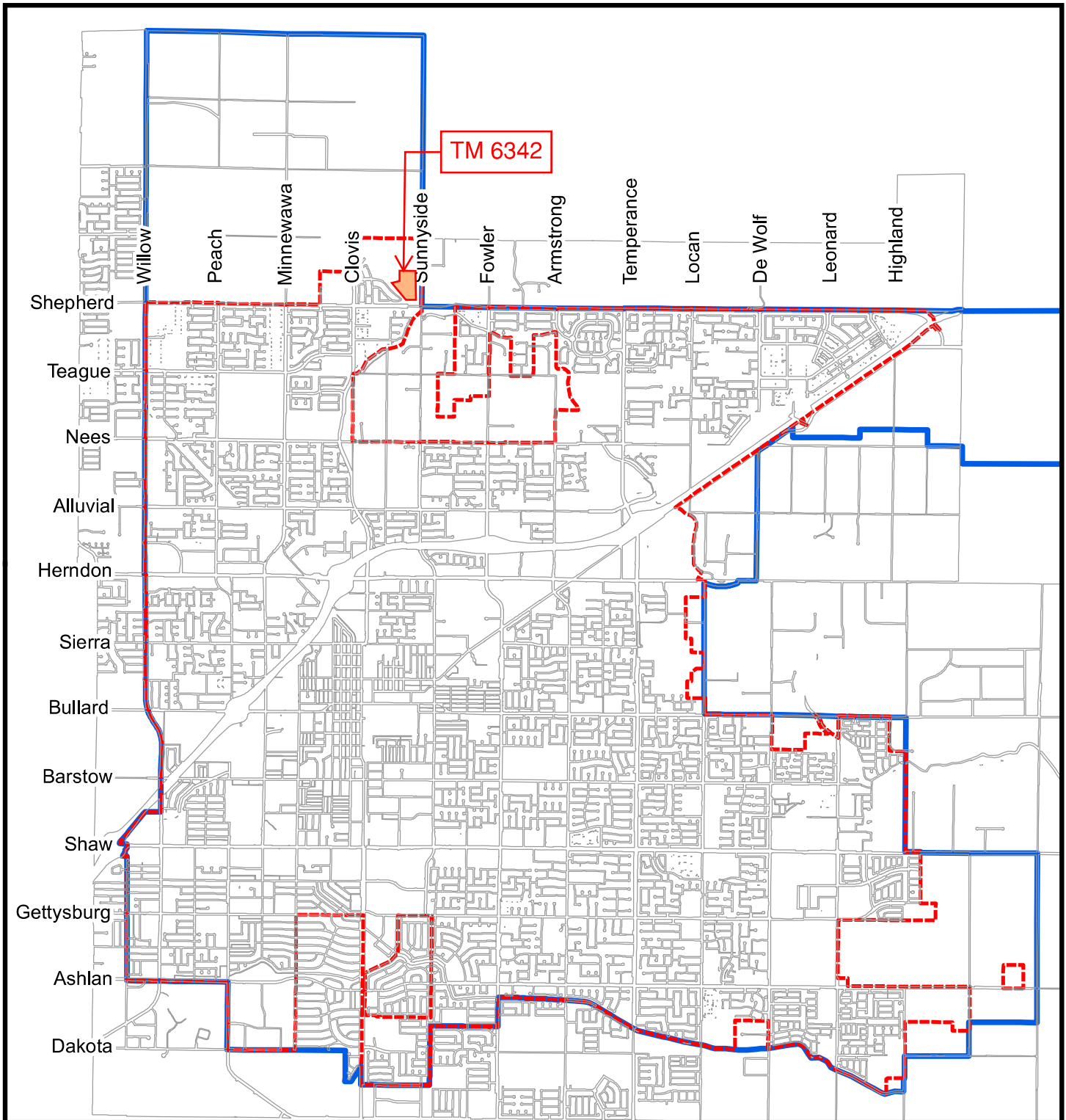
DATED:

Mayor

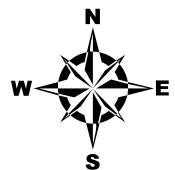
City Clerk

VICINITY MAP

TM 6342 (Lennar Homes of California)



Attachment 2



November 14, 2022

CITY LIMITS SPHERE OF INFLUENCE

Jeff Brown

OWNERS STATEMENT:

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDBATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

LENNAR HOMES OF CALIFORNIA, LLC., A CALIFORNIA CORPORATION

BY: _____
MIKE MILLER, VICE PRESIDENT

NOTARY ACKNOWLEDGMENTS:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA }
COUNTY OF FRESNO }

ON _____, 2022 BEFORE ME _____, NOTARY PUBLIC,
PERSONALLY APPEARED MIKE MILLER, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

PRINT NAME _____ SIGNATURE _____
MY COMMISSION EXPIRES: _____ COUNTY OF: _____
COMMISSION NUMBER: _____

THIS LAND IS SUBJECT TO THE FOLLOWING:

1. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED AGREEMENT FOR DEFERMENT OF DEVELOPMENT REQUIREMENTS OF THE CITY OF CLOVIS, TO DO WORK AFTER NOTICE AND CREATING LIEN ON REAL PROPERTY, EXECUTED BY AND BETWEEN THE CITY OF CLOVIS, A MUNICIPAL CORPORATION AND LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION AND PATRICK VINCENT RICCIUHI, AS TRUSTEE OF THE PATRICK VINCENT RICCIUHI FAMILY TRUST DATED MAY 17, 1985, DOCUMENT RECORDED DECEMBER 24, 2019 AS/IN INSTRUMENT NO. 2019-0155582 OF OFFICIAL RECORDS.
2. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED " STATEMENT OF COVENANTS AFFECTING LAND DEVELOPMENT " RECORDED DECEMBER 24, 2019 AS INSTRUMENT NO. 2019-0155583 OF OFFICIAL RECORDS.
3. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED MAINTENANCE AGREEMENT, EXECUTED BY AND BETWEEN CITY OF CLOVIS, A MUNICIPAL CORPORATION AND LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION AND PATRICK VINCENT RICCIUHI, AS TRUSTEE OF THE PATRICK VINCENT RICCIUHI FAMILY TRUST DATED MAY 17, 1985, DOCUMENT RECORDED DECEMBER 24, 2019 AS/IN INSTRUMENT NO. 2019-0155586 OF OFFICIAL RECORDS.
4. THE EFFECT OF AN INSTRUMENT ENTITLED "BEFORE THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT RESOLUTION PROVIDING FOR THE RECORDBATION OF A MAP IDENTIFYING AREAS SUBJECT TO PAYMENT OF DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES", RECORDED JULY 31, 1995 AS INSTRUMENT NO. 95092126, OFFICIAL RECORDS FRESNO COUNTY.
5. AN EASEMENT FOR RIGHT OF WAY ROAD AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 23, 1908 IN BOOK 407 OF DEEDS AT PAGE 370, FRESNO COUNTY RECORDS. (NOT PLOTTED).
6. AN EASEMENT FOR ENTERPRISE CANAL AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 28, 1912 IN BOOK 499 OF DEEDS AT PAGE 53, FRESNO COUNTY RECORDS. (THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION, NOT PLOTTED).
7. ANY EASEMENTS OF LESSER RIGHTS IN FAVOR OF FRESNO IRRIGATION DISTRICT, AS DISCLOSED IN THAT CERTAIN INSTRUMENT RECORDED JUNE 19, 1941, IN VOLUME 2060 OF OFFICIAL RECORDS AT PAGE 188, OFFICIAL RECORDS FRESNO COUNTY. (NOT PLOTTED).
8. AN EASEMENT FOR FACILITIES FOR ELECTRIC AND COMMUNICATION UTILITIES, RECORDED MAY 4, 2015 AS INSTRUMENT NO. 2015-0053909 OF OFFICIAL RECORDS. IN FAVOR OF: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION TERMS AND PROVISIONS CONTAINED IN THE ABOVE DOCUMENT.
9. THE TERMS AND PROVISIONS CONTAINED IN AN AGREEMENT FOR TEMPORARY WELL AND PIPELINE EASEMENT, EXECUTED BY AND BETWEEN LENNAR HOMES OF CALIFORNIA (GRANTOR) AND PATRICK VINCENT RICCIUHI, AS TRUSTEE OF THE PATRICK VINCENT RICCIUHI FAMILY TRUST (GRANTEE) TO UTILIZE AN EXISTING AGRICULTURE WALL WELL AND PIPELINE SYSTEM (WELL SYSTEM) FOR PURPOSE OF DRAWING AND TRANSPORTING IRRIGATION WATER AND INCIDENTAL PURPOSES, RECORDED APRIL 19, 2019 AS INSTRUMENT NO. 2019-0039782 OF OFFICIAL RECORDS. IN FAVOR OF: PATRICK VINCENT RICCIUHI, AS TRUSTEE OF THE PATRICK VINCENT RICCIUHI FAMILY TRUST DATED MAY 17, 1985
10. RIGHTS INCIDENTAL TO THE OWNERSHIP FOR THE USE AND DEVELOPMENT OF THE MINERAL INTERESTS RESERVED IN DEED EXECUTED BY SUNLAND VINEYARDS COMPANY, RECORDED MARCH 17, 1978, AS BOOK 6991, PAGE 209, OFFICIAL RECORDS.
11. THE TERMS AND PROVISIONS NAVELEND IN THE DOCUMENT ENTITLED "CERTIFICATION OF COMPLETION FOR SIERRA AND NAVELEND RESOURCE CONSERVATION DISTRICT CONSOLIDATION" RECORDED FEBRUARY 18, 2009 AS INSTRUMENT NO. 2009-0023421-1, OFFICIAL RECORDS FRESNO COUNTY.
12. A DOCUMENT ENTITLED "CERTIFICATE OF CORRECTION", RECORDED DECEMBER 17, 2020 AS INSTRUMENT NO. 2020-0182407, OFFICIAL RECORDS FRESNO COUNTY.

FINAL MAP OF
TRACT NO. 6342
PHASE FOUR OF VESTING TENTATIVE TRACT NO. 6200
IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN AUGUST 2018 BY YAMABE & HORN ENGINEERING, INC.
CONSISTING OF 5 SHEETS, SHEET 1 OF 5

LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

2) SOUTH 180, AS SHOWN ON THE FINAL MAP ENTITLED "TRACT NO. 6200", RECORDED IN THE OFFICE OF THE FRESNO COUNTY RECORDER ON DECEMBER 24, 2019, IN VOLUME 89 OF PLATS AT PAGE(S) 39-45 OF SAID COUNTY

EXCEPTING THEREFROM ALL THAT PORTION OF LOT 180 OF TRACT NO. 6200, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 89 OF PLATS AT PAGES 39 THROUGH 45, FRESNO COUNTY RECORDS, BEING IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERMOST CORNER OF SAID LOT 180, SAID WESTERMOST CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF THE LAND DESCRIBED PER THE DEED RECORDED NOVEMBER 15, 2019 AS DOCUMENT NO. 2019-0138140, OFFICIAL RECORDS FRESNO COUNTY, SAID WESTERMOST CORNER ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1380.00 FEET AND TO WHICH SAID BEGINNING A RADIAL LINE BEARS SOUTH 45°47'52" WEST; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 180 AND THE SAID NORTHEASTERLY LINE OF THE LAND DESCRIBED PER SAID DOCUMENT NO. 2019-0138140 THE FOLLOWING FOUR COURSES:

- 1) SOUTHWESTERLY, 168.42 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 6°59'33"; THENCE
- 2) SOUTH 51°11'42" EAST, 299.73 FEET ALONG A LINE TANGENT TO LAST SAID CURVE, THENCE
- 3) SOUTH 48°47'48" EAST, 149.96 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 370.00 FEET; THENCE
- 4) SOUTHEASTERLY, 200.13 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 30°59'27"; THENCE

LEAVING THE SAID SOUTHWESTERLY LINE OF SAID LOT 180 AND CONTINUING ALONG THE SAID NORTHEASTERLY LINE OF THE LAND DESCRIBED PER SAID DOCUMENT NO. 2019-0138140 THE FOLLOWING TWO COURSES:

- 1) SOUTH 42°07'41" EAST, 64.83 FEET; THENCE
- 2) SOUTH 13°32'07" EAST, 48.97 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED PER SAID DOCUMENT NO. 2019-0138140; THENCE

SOUTH 89°17'21" EAST, 10.32 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE LAND DESCRIBED PER SAID DOCUMENT NO. 2019-0138140 TO A POINT ON A LINE 10.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SAID NORTHEASTERLY LINE OF THE LAND DESCRIBED PER SAID DOCUMENT NO. 2019-0138140; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING SIX COURSES:

- 1) NORTH 13°32'07" WEST, 54.05 FEET; THENCE
- 2) NORTH 42°07'41" WEST, 65.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 380.00 FEET AND TO WHICH SAID BEGINNING A RADIAL LINE BEARS NORTH 71°52'02" EAST, THENCE
- 3) NORTHWESTERLY, 203.37 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 30°39'50"; THENCE
- 4) NORTH 48°47'48" WEST, 150.17 FEET ALONG A LINE TANGENT TO LAST SAID CURVE; THENCE
- 5) NORTH 51°11'42" WEST, 299.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1370.00 FEET; THENCE
- 6) NORTHWESTERLY, 162.82 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 6°48'34" TO THE NORTH LINE OF SAID LOT 180; THENCE

SOUTH 69°25'26" WEST, 10.92 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, AND MORE PARTICULARLY DESCRIBED IN A DOCUMENT RECORDED AUGUST 10, 2020 AS DOCUMENT NO. 2020-0102726, CONTAINING AN AREA OF 9,338 SQUARE FEET, MORE OR LESS.

FURTHER EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF THE UNDERLYING MINERALS, OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND GEOTHERMAL STEAM DEPOSITS IN AND UNDER SAID LAND, AS RESERVED BY SUNLAND VINEYARDS COMPANY, A CORPORATION, IN THE DEED RECORDED MARCH 17, 1978, IN BOOK 6991, PAGE 209 OF OFFICIAL RECORDS, DOCUMENT NO. 28121.

FURTHER EXCEPTING THEREFROM ALL THAT PORTION OF THE LAND DESCRIBED PER THE DEED RECORDED NOVEMBER 15, 2019 AS DOCUMENT NO. 2019-0138140, OFFICIAL RECORDS FRESNO COUNTY, BEING IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

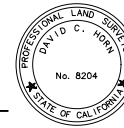
BEGINNING AT THE SOUTHEASTERLY CORNER OF OUTLOT J OF TRACT NO. 6200 ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 89 OF PLATS AT PAGES 39 THROUGH 45, FRESNO COUNTY RECORDS, SAID CORNER ALSO BEING A POINT ON THE WESTERLY LINE OF LOT 180 OF SAID TRACT NO. 6200; THENCE NORTH 13°32'07" WEST, 70.72 FEET ALONG SAID WESTERLY LINE AND THE EAST LINE OF SAID OUTLOT J TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 370.00 FEET; THENCE NORTHERLY, 27.58 FEET ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 4°16'14" TO A POINT ON THE WEST LINE OF THE LAND DESCRIBED PER THE DEED RECORDED AUGUST 10, 2020 AS DOCUMENT NO. 2020-0102726, OFFICIAL RECORDS FRESNO COUNTY; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO COURSES:

1. SOUTH 42°07'41" EAST, 64.83 FEET; THENCE
 2. SOUTH 13°32'07" EAST, 48.97 FEET; THENCE
- NORTH 89°17'21" WEST, 30.95 ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID OUTLOT J TO THE POINT OF BEGINNING.

APN: 556-050-436

THIS LAND IS SUBJECT TO THE FOLLOWING (CONTINUED):

13. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, LIENS, CHARGES, TERMS AND PROVISIONS IN THE DOCUMENT RECORDED JULY 31, 2020 AS INSTRUMENT NO. 2020-0097949 OF OFFICIAL RECORDS AND THE DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED SEPTEMBER 3, 2020 AS INSTRUMENT NO. 2020-0116913 OF OFFICIAL RECORDS.
14. ASSESSMENT LIENS, IF APPLICABLE, COLLECTED WITH THE GENERAL AND SPECIAL TAXES, INCLUDING BUT NOT LIMITED TO THOSE DISCLOSED BY THE REFLECTION OF THE FOLLOWING ON THE TAX ROLL: COMMUNITY FACILITIES DISTRICT 2004-F (POLICE AND FIRE SERVICES)
15. EASEMENTS, DEDICATIONS, RESERVATIONS, PROVISIONS, RELINQUISHMENTS, REGITALS, CERTIFICATES AND ANY OTHER MATTERS AS PROVIDED FOR OR DELINEATED ON THAT CERTAIN MAP ENTITLED "TRACT 6200", RECORDED DECEMBER 24, 2019, IN VOLUME 89 OF PLATS AT PAGE(S) 39 THROUGH 45.
16. A DOCUMENT ENTITLED "CERTIFICATE OF COMPLETION SHEPHERD-SUNNYSIDE NORTHWEST REORGANIZATION" RECORDED DECEMBER 19, 2018 AS INSTRUMENT NO. 2018-0150987 OF OFFICIAL RECORDS.

**SURVEYORS STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA ON AUGUST 5, 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DAVID C. HORN, PLS 8204

DATE

CITY ENGINEERS STATEMENT

I MICHAEL J. HARRISON, CITY ENGINEER OF THE CITY OF CLOVIS HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

MICHAEL J. HARRISON, P.L.S. 8088
CITY ENGINEER

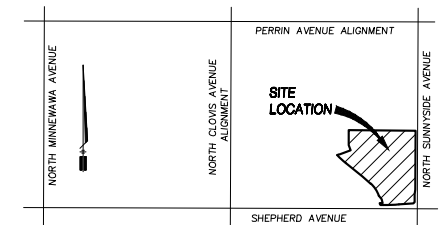
DATE

CITY CLERKS STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION ADOPTED _____, 2022 APPROVED THE WITHIN MAP AND ANY ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

KAREY CHA, CITY CLERK

DATED _____



VICINITY MAP: NOT TO SCALE

RECORDERS CERTIFICATE

DOCUMENT NO. _____ FEE PAID \$ _____
FILED THIS _____ DAY OF _____, 2022, AT _____ M.
IN VOLUME _____ OF PLATS, AT PAGES _____ THROUGH _____, FRESNO COUNTY RECORDS,
AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, LLC
PAUL DIGTOS, C.P.A., FRESNO COUNTY ASSESSOR-RECORDER
BY: _____
DEPUTY COUNTY RECORDER



FINAL MAP OF
TRACT NO. 6342
PHASE FOUR OF VESTING TENTATIVE TRACT NO. 6200
IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
STATE OF CALIFORNIA
CONSISTING OF 5 SHEETS, SHEET 2 OF 5
BOUNDARY ANALYSIS

LEGEND:

- FOUND AND ACCEPTED 3/4" X 30" IRON PIPE, TAGGED LS 7923 DOWN 6", UNLESS OTHERWISE NOTED
- FOUND AND ACCEPTED 3/4" X 30" IRON PIPE, TAGGED LS 8204 DOWN 6", UNLESS OTHERWISE NOTED
- R1() RECORD DATA PER TRACT NO. 6200 RECORDED IN VOLUME 89 OF PLATS AT PAGES 39-45, F.C.R.
- R2() RECORD DATA PER TRACT NO. 6292 RECORDED IN VOLUME 89 OF PLATS AT PAGES 39-45, F.C.R.
- ▲ ACCEPTED IN FEE FOR PUBLIC STREET AND UTILITY PURPOSES BY THE CITY OF CLOVIS PER R1()
- △ ACCEPTED IN FEE FOR PUBLIC STREET AND UTILITY PURPOSES BY THE CITY OF CLOVIS PER R2()
- ▲ GRANTED IN FEE FOR PUBLIC STREET AND UTILITY PURPOSES TO THE CITY OF CLOVIS PER DOCUMENT NO. 2022-0099031, O.R.F.C.
- ▲ EASEMENT FOR PUBLIC ROAD PURPOSES PER DEED RECORDED DECEMBER 3, 1908 IN BOOK 413 OF DEEDS AT PAGE 318, F.C.R.
- CR CORNER RECORD ON FILE WITH THE FRESNO COUNTY SURVEYOR
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- F.C.R. FRESNO COUNTY RECORDS
- CFR CALCULATED FROM RECORD

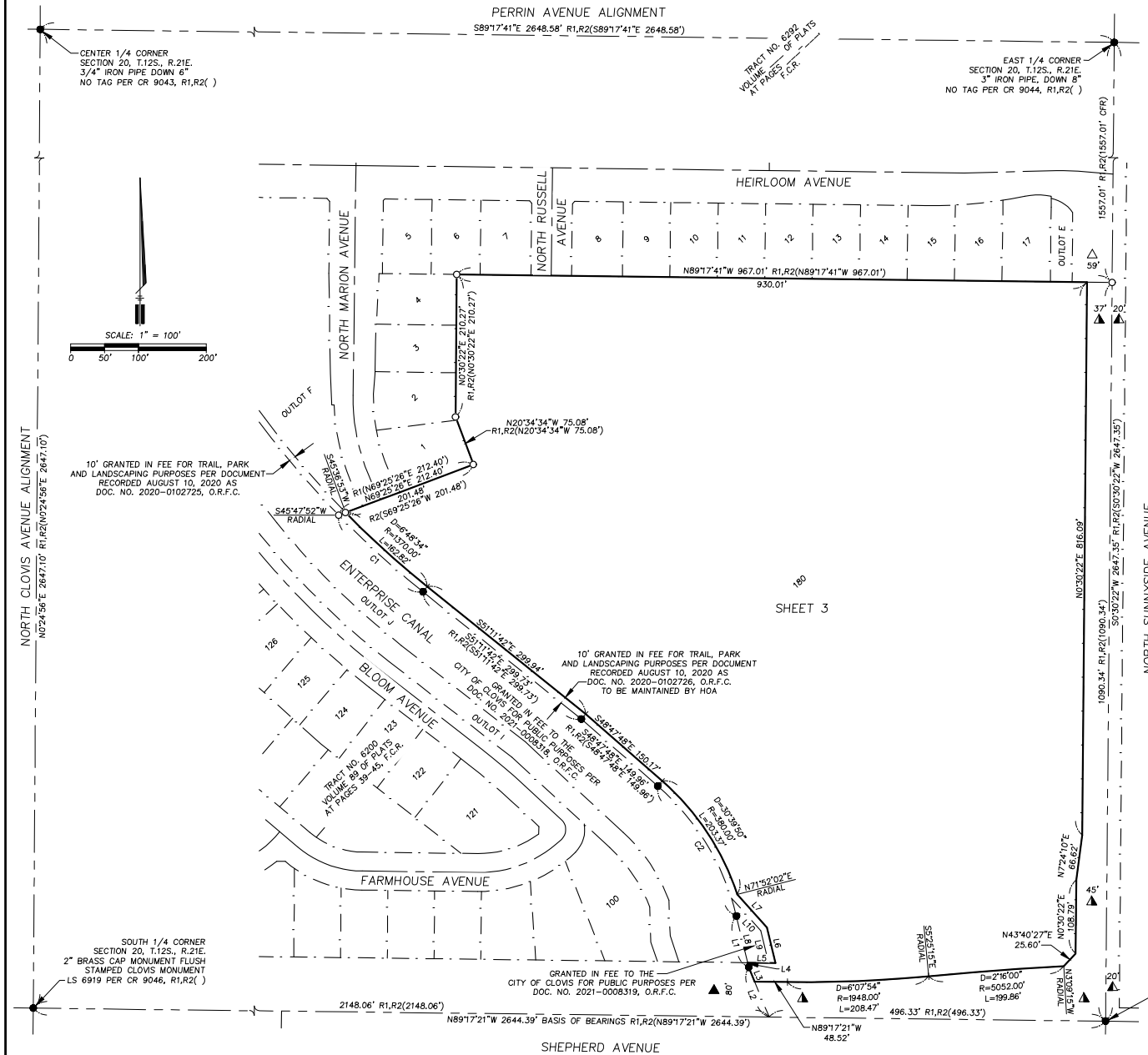
- LIMIT OF SUBDIVISION
- - - - - PROPERTY LINE / RIGHT OF WAY LINE
- - - - - SECTION LINE
- - - - - EASEMENT LINE

BASIS OF BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN PER TRACT NO. 6200, RECORDED IN VOLUME 89 OF PLATS AT PAGES 39-45, F.C.R. TAKEN TO BE NORTH 89°17'21" WEST.

CURVE TABLE				RECORD DATA R1,R2()		
CURVE	RADIUS	DELTA	LENGTH	RADIUS	DELTA	LENGTH
C1	1380.00'	6°59'33"	168.42'	1380.00'	6°59'33"	168.42'
C2	370.00'	35°15'41"	227.71'	370.00'	35°15'41"	227.71'

LINE TABLE				RECORD DATA R1()	
LINE	BEARING	DISTANCE	BEARING	DISTANCE	
L1	S13°32'07"E	77.95'	S13°32'07"E	77.95'	
L2	S22°22'24"E	79.35'	S22°22'24"E	79.35'	
L3	S22°22'24"E	22.83'			
L4	S13°32'07"E	7.22'			
L5	N89°17'21"W	41.27'			
L6	S13°32'07"E	54.05'			
L7	S42°07'41"E	65.24'			
L8	S13°32'07"E	70.73'			
L9	S13°32'07"E	48.97'			
L10	S42°07'41"E	64.83'			



**Yamabe & Horn
Engineering, Inc.**
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YAMAHORN.COM

FINAL MAP OF
TRACT NO. 6342
PHASE FOUR OF VESTING TENTATIVE TRACT NO. 6200
IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
STATE OF CALIFORNIA
CONSISTING OF 5 SHEETS, SHEET 3 OF 5

LEGEND:

- FOUND AND ACCEPTED 3/4" X 30" IRON PIPE, TAGGED LS 7923 DOWN 6", UNLESS OTHERWISE NOTED
- FOUND AND ACCEPTED 3/4" X 30" IRON PIPE, TAGGED LS 8204 DOWN 6", UNLESS OTHERWISE NOTED
- R1() RECORD DATA PER TRACT NO. 6200 RECORDED IN VOLUME 89 OF PLATS AT PAGES 39-45, F.C.R.
- R2() RECORD DATA PER TRACT NO. 6292 RECORDED IN VOLUME 89 OF PLATS AT PAGES 39-45, F.C.R.
- ▲ ACCEPTED IN FEE FOR PUBLIC STREET AND UTILITY PURPOSES BY THE CITY OF CLOVIS PER R1()
- △ ACCEPTED IN FEE FOR PUBLIC STREET AND UTILITY PURPOSES BY THE CITY OF CLOVIS PER R2()
- ▲ GRANTED IN FEE FOR PUBLIC STREET AND UTILITY PURPOSES TO THE CITY OF CLOVIS PER DOCUMENT NO. 2022-0099031, O.R.F.C.
- ▲ EASEMENT FOR PUBLIC ROAD PURPOSES PER DEED RECORDED DECEMBER 3, 1908 IN BOOK 413 OF DEEDS AT PAGE 318, F.C.R.
- SET 3/4" X 30" LONG IRON PIPE DOWN 6" TAGGED LS 8204 AS WITNESS CORNER ON LOT LINE 4.00' FROM PROPERTY CORNER ON LINE OR 4.00' X 4.00' OFFSET FROM PROPERTY LINES AS INDICATED.
- (R) DENOTES RADIAL BEARING
- CR CORNER RECORDS ON FILE WITH THE FRESNO COUNTY SURVEYOR
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- F.C.R. FRESNO COUNTY RECORDS

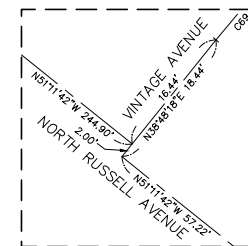
- LIMIT OF SUBDIVISION
- - - PROPERTY LINE / RIGHT OF WAY LINE
- SECTION LINE
- EASEMENT LINE
- RELINQUISHED VEHICULAR ACCESS

BASIS OF BEARINGS:

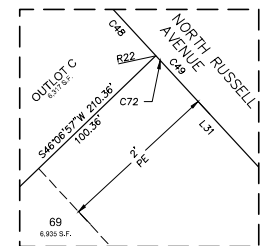
THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN PER TRACT NO. 6200, RECORDED IN VOLUME 89 OF PLATS AT PAGES 39-45, F.C.R. TAKEN TO BE NORTH 89°17'21" WEST.

NOTE:

- SET 3/4" X 30" LONG IRON PIPE DOWN 6" TAGGED LS 8204 AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE, UNLESS OTHERWISE NOTED.
- SEE SHEET 4 FOR COMPLETE LINE, CURVE & RADIAL TABLES

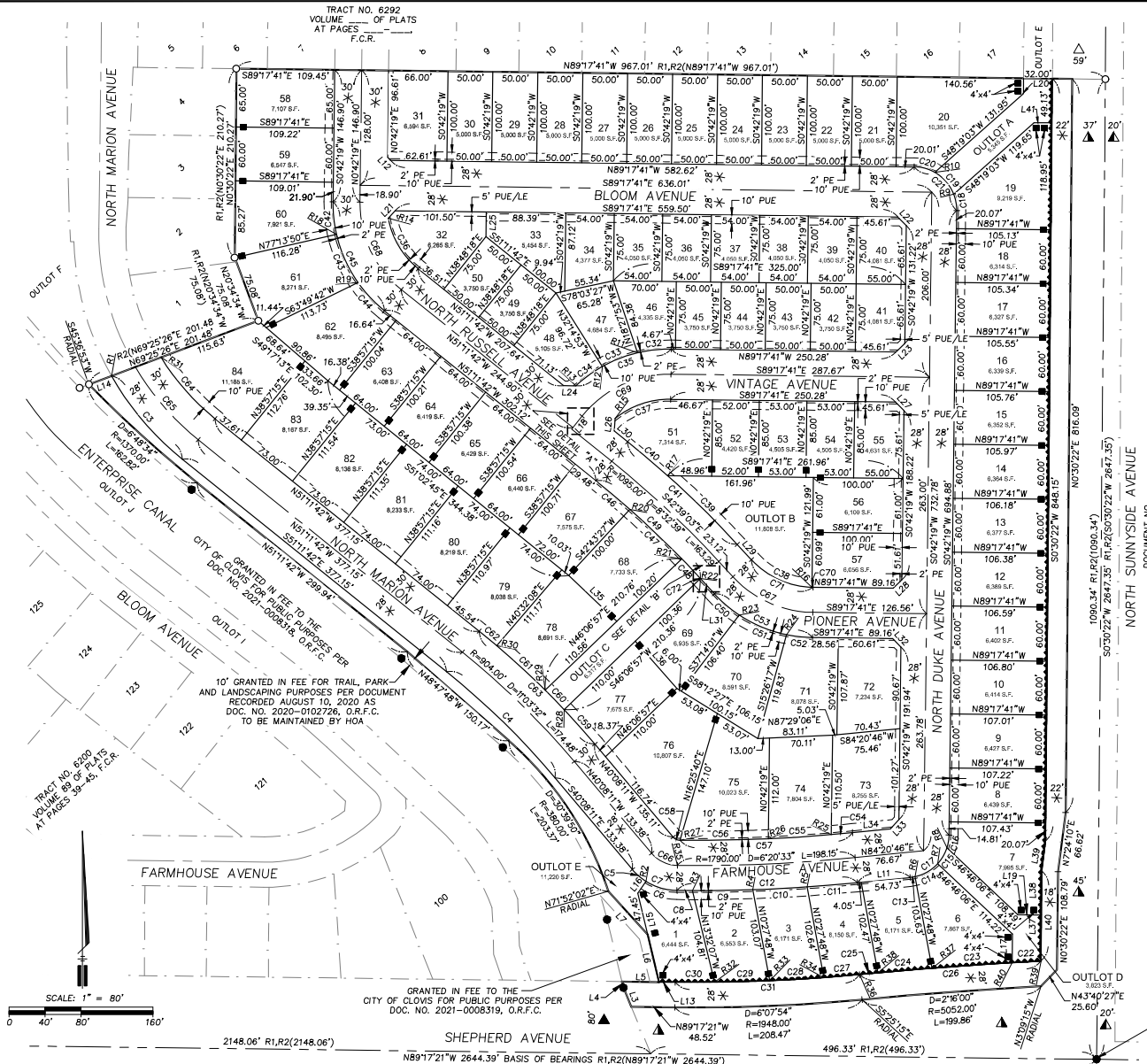


DETAIL 'A'
SCALE: 1"=10'



DETAIL 'B'
SCALE: 1"=1'

SOUTHEAST CORNER
SECTION 20, T.12S., R.21E.
SCOTT MCKAY
MONUMENT DOWN 14"
PER CR 9045, R1,R2()



THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- * NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES
- OUTLOTS A-E NOW OFFERED FOR DEDICATION FOR TRAIL, PARK AND LANDSCAPING PURPOSES. TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- PUE NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY EASEMENT PURPOSES
- PE NOW OFFERED FOR DEDICATION FOR PEDESTRIAN EASEMENT PURPOSES
- LE NOW OFFERED FOR DEDICATION FOR LANDSCAPE EASEMENT PURPOSES



**Yamabe & Horn
Engineering, Inc.**
CIVIL ENGINEERS • LAND SURVEYORS
2885 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL. (509) 344-3123 WEBSITE: YAMAHORN.COM

FINAL MAP OF
TRACT NO. 6342
 PHASE FOUR OF VESTING TENTATIVE TRACT NO. 6200
 IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
 STATE OF CALIFORNIA
 CONSISTING OF 5 SHEETS, SHEET 4 OF 5

CURVE TABLE				RECORD DATA R1,R2()		
CURVE	RADIUS	DELTA	LENGTH	RADIUS	DELTA	LENGTH
C1	1380.00'	6°59'33"	168.42'	1380.00'	6°59'33"	168.42'
C2	370.00'	35°15'41"	227.71'	370.00'	35°15'41"	227.71'
C3	324.00'	21°39'27"	122.47'			
C4	876.00'	11°03'32"	169.08'			
C5	66.00'	172°7'52"	20.12'			
C6	66.00'	31°42'38"	36.53'			
C7	66.00'	49°10'30"	56.65'			
C8	1818.00'	0°32'45"	17.32'			
C9	1818.00'	2°06'59"	67.15'			
C10	1818.00'	1°54'27"	60.53'			
C11	1818.00'	1°46'22"	56.25'			
C12	1818.00'	6°20'33"	201.25'			
C13	48.00'	6°31'37"	5.46'			
C14	48.00'	35°07'47"	29.43'			
C15	48.00'	24°40'48"	20.68'			
C16	48.00'	17°18'15"	14.50'			
C17	48.00'	83°38'27"	70.07'			
C18	48.00'	22°13'06"	18.61'			
C19	48.00'	38°56'44"	32.63'			
C20	48.00'	28°50'10"	24.16'			
C21	48.00'	90°00'00"	75.40'			
C22	5080.00'	0°21'42"	32.06'			
C23	5080.00'	1°00'34"	89.50'			
C24	5080.00'	0°40'48"	60.29'			
C25	5080.00'	0°13'49"	20.42'			
C26	5080.00'	2°16'53"	202.27'			
C27	1920.00'	1°11'22"	39.86'			
C28	1920.00'	1°48'16"	60.47'			
C29	1920.00'	1°49'51"	61.35'			
C30	1920.00'	1°18'25"	43.80'			
C31	1920.00'	6°07'54"	205.48'			
C32	153.00'	141°4'05"	38.01'			
C33	153.00'	15°43'42"	42.00'			
C34	153.00'	13°38'13"	36.42'			
C35	153.00'	43°36'00"	116.43'			
C36	93.00'	41°03'36"	66.65'			
C37	97.00'	39°24'51"	66.73'			
C38	95.00'	45°46'23"	75.90'			
C39	1123.00'	5°33'15"	108.86'			

CURVE TABLE (CONT)			
CURVE	RADIUS	DELTA	LENGTH
C40	1123.00'	2°59'24"	58.61'
C41	1123.00'	8°32'39"	167.47'
C42	153.00'	13°42'52"	36.62'
C43	153.00'	21°58'42"	58.69'
C44	153.00'	16°12'27"	43.28'
C45	153.00'	51°54'01"	138.59'
C46	1067.00'	2°38'14"	49.11'
C47	1067.00'	41°7'21"	79.87'
C48	1067.00'	1°36'40"	30.00'
C49	1067.00'	8°32'39"	159.12'
C50	151.00'	13°48'57"	36.41'
C51	151.00'	21°46'31"	57.39'
C52	151.00'	11°03'10"	29.13'
C53	151.00'	46°38'38"	122.93'
C54	1762.00'	0°46'29"	23.82'
C55	1762.00'	21°7'00"	70.22'
C56	1762.00'	31°1'53"	98.35'
C57	1762.00'	6°15'22"	192.39'
C58	10.00'	49°15'41"	8.60'
C59	934.00'	31°0'21"	51.71'
C60	934.00'	1°50'26"	30.00'
C61	934.00'	4°29'16"	73.16'
C62	934.00'	1°33'29"	25.40'
C63	934.00'	11°03'32"	180.27'
C64	266.00'	19°40'54"	91.37'
C65	296.00'	20°48'06"	107.47'
C66	38.00'	49°10'30"	32.61'
C67	123.00'	46°38'38"	100.13'
C68	123.00'	51°54'01"	111.42'
C69	125.00'	51°54'01"	113.23'
C70	95.00'	0°52'15"	1.44'
C71	95.00'	46°38'38"	77.34'
C72	1067.00'	0°00'24"	0.14'

LINE TABLE			RECORD DATA R1()	
LINE	BEARING	DISTANCE	BEARING	DISTANCE
L1	S13°32'07"E	77.95'	S13°32'07"E	77.95'
L2	S22°22'24"E	79.35'	S22°22'24"E	79.35'
L3	S22°22'24"E	22.83'		
L4	S13°32'07"E	7.22'		
L5	N89°17'21"W	41.27'		
L6	S13°32'07"E	54.05'		
L7	S42°07'41"E	65.24'		
L8	S13°32'07"E	70.73'		
L9	S13°32'07"E	48.97'		
L10	S42°07'41"E	64.83'		
L11	S84°20'46"W	58.78'		
L12	N44°17'41"W	4.79'		
L13	N89°17'21"W	17.98'		
L14	S69°25'26"W	26.97'		
L15	N13°32'07"W	101.50'		
L16	N34°18'29"E	16.16'		
L17	S0°30'22"W	31.79'		
L18	S38°48'18"W	18.44'		
L19	S89°29'38"E	26.00'		
L20	N0°30'22"E	17.00'		
L21	N42°21'51"E	11.23'		
L22	S44°17'41"E	13.28'		
L23	S45°42'19"W	13.28'		
L24	N89°17'41"W	13.82'		
L25	S0°42'19"W	27.59'		
L26	N42°29'30"E	13.81'		
L27	S44°17'41"E	13.28'		
L28	S45°42'19"W	13.28'		
L29	S42°39'03"E	23.12'		
L30	N51°11'42"W	19.14'		
L31	N42°39'03"W	23.12'		
L32	S44°17'41"E	13.28'		
L33	S42°31'33"W	14.00'		
L34	S84°20'46"W	42.23'		
L35	S46°19'30"E	73.93'		
L36	S41°18'25"E	70.07'		
L37	S0°30'22"W	51.34'		
L38	S0°30'22"W	49.18'		
L39	S72°41'0"W	33.31'		
L40	S0°30'22"W	100.52'		
L41	S89°29'38"E	19.91'		

RADIAL TABLE	
RADIAL	BEARING
R1	S60°27'45"W
R2	S32°23'57"W
R3	S0°08'34"W
R4	S1°58'25"E
R5	S3°52'52"E
R6	S12°10'51"E
R7	S47°18'38"E
R8	S71°59'26"E
R9	N68°29'13"E
R10	N29°32'29"E
R11	N13°31'46"W
R12	N29°15'28"W
R13	N42°53'42"W
R14	S79°51'54"W
R15	N38°42'32"W
R16	S13°43'34"W
R17	N41°47'42"E
R18	S76°59'27"W
R19	S55°00'46"W
R20	N41°26'33"E
R21	N45°43'53"E
R22	N47°20'33"E
R23	S33°32'00"W
R24	S11°45'29"W
R25	S4°52'44"E
R26	S2°35'45"E
R27	S0°36'08"W
R28	N46°41'28"E
R29	N44°51'02"E
R30	N40°21'47"E
R31	S58°29'12"W
R32	S0°35'46"E
R33	S2°25'37"E
R34	S41°3'53"E
R35	S0°41'19"W
R36	S5°25'15"E
R37	N4°30'38"W
R38	N51°12'26"W
R39	N3°08'22"W
R40	N3°30'04"W



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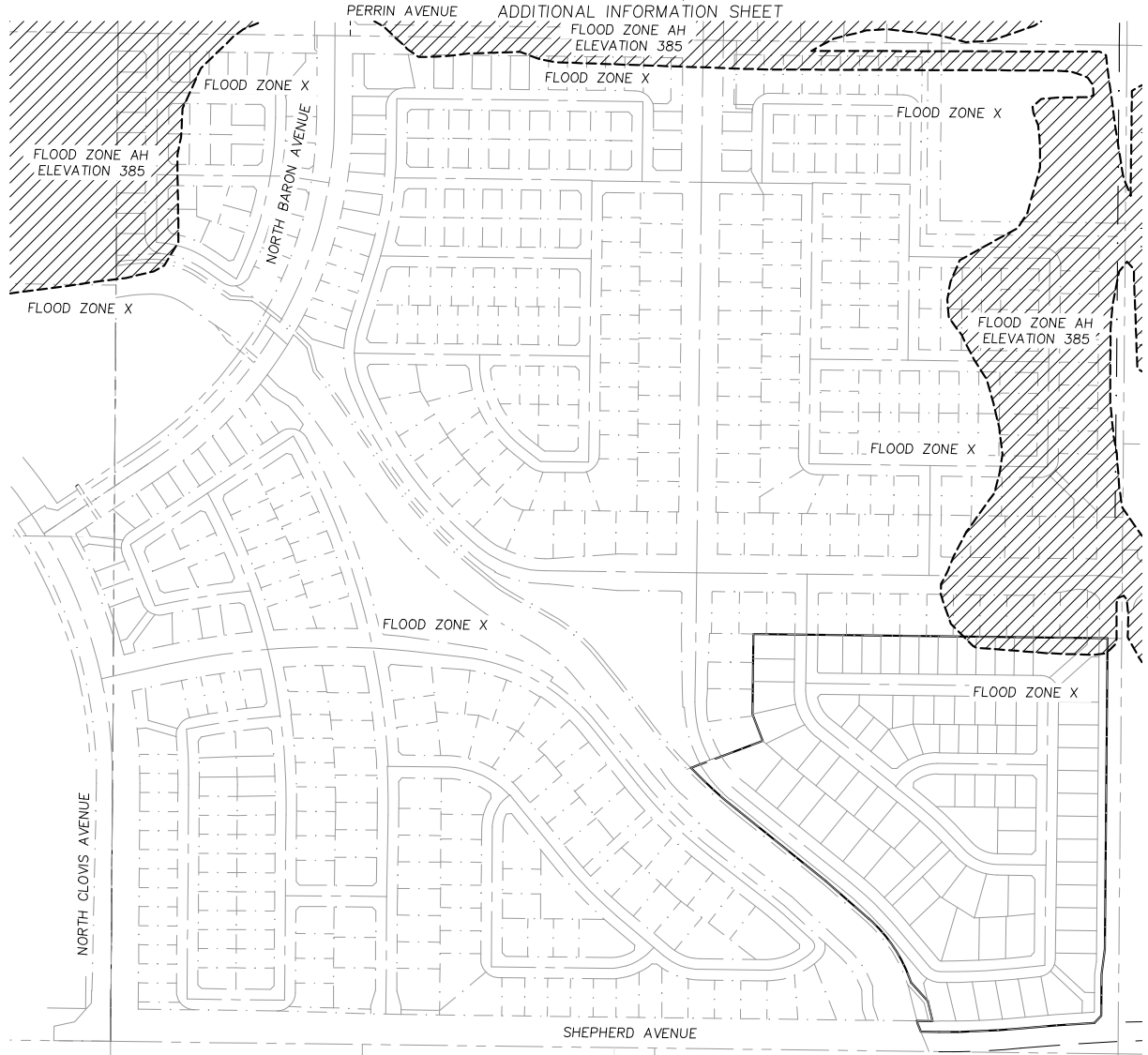
FINAL MAP OF TRACT NO. 6342

PHASE FOUR OF VESTING TENTATIVE TRACT NO. 6200
IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
STATE OF CALIFORNIA

CONSISTING OF 5 SHEETS, SHEET 5 OF 5

ADDITIONAL INFORMATION SHEET

FLOOD ZONE AH
ELEVATION 385



LEGEND:

AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS DETERMINED.

FLOOD INFORMATION:

THE INFORMATION ON THIS SHEET IS BASED ON THE FLOOD INSURANCE RATE MAP (FIRM) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON MAP NUMBER 06019C1580H, COMMUNITY PANEL NUMBER 060044 WITH AN EFFECTIVE DATE OF FEBRUARY 18, 2009 IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA.



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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 14, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-____, Annexation of Proposed Tract 6342, located at the northeast area of Clovis Avenue and Shepherd Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (Lennar Homes of California, LLC).

ATTACHMENTS: 1. Res. 22-____

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Res. 22-____, which will annex proposed Tract 6342, located at the northeast area of Clovis Avenue and Shepherd Avenue to the Landscape Maintenance District (LMD) No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, Lennar Homes of California, LLC, acting as the subdivider, has requested to be annexed to the LMD No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tentative Tract 6342.

BACKGROUND

Lennar Homes of California, LLC, the developer of Tract 6342, has executed a covenant that this development be annexed to the City of Clovis, LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

Under the provisions of the Landscaping and Lighting Act of 1972 and in accordance with Article XIII C and Article XIII D of Proposition 218, all the owners of property proposed for annexation have provided a written request and consent to annexation and have executed a covenant (petition) indicating acceptance of the annual assessment.

FISCAL IMPACT

This project will add landscaping to the LMD No. 1 of the City of Clovis shown as follows:

	<u>Tract 6342</u>	<u>Year to Date</u>
LMD Landscaping added:	2.343 acres	8.289 acres
Resource needs added:	0.234 persons	0.829 persons

The resource needs estimate is based on 1 person per 10 acres of landscaped area.

REASON FOR RECOMMENDATION

The property owners for the subject tract have requested annexation into the City of Clovis LMD No. 1.

ACTIONS FOLLOWING APPROVAL

Tract 6342 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: Jeff Brown, Engineer II

Reviewed by: City Manager *AH*

RESOLUTION 22-____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING
ANNEXATION TO LANDSCAPING MAINTENANCE DISTRICT NO. 1 OF THE CITY OF
CLOVIS**

WHEREAS, City of Clovis Landscape Maintenance District No. 1 ("District") was formed by Resolution No. 85-78, adopted July 15, 1985, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6342, as described in Attachment "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the public interest and convenience require that certain property described in Attachment A attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.
2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in Attachment A which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

ATTACHMENT A

Legal Description

Lots 1 through 84, inclusive, of Tract Map 6342 recorded in Volume _____ of Plats at Pages _____ through _____, Fresno County Records.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 14, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-____, Final Map Tract 6344, located at the northeast area of Clovis Avenue and Shepherd Avenue (Lennar Homes of California, LLC).

ATTACHMENTS: 1. Res. 22-____
2. Vicinity Map
3. Copy of Final Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Res. 22-____, which will:

1. Accept the offer of dedication of parcels and public utility easements within Tract 6344; and
2. Authorize the recording of the final map.

EXECUTIVE SUMMARY

The owner, Lennar Homes of California, LLC, acting as the subdivider, has submitted a final map. The improvement plans are being processed by City staff. The improvements to be installed include curb, gutter, sidewalk, streetlights, fire hydrants, street paving, sanitary sewer, water mains, and landscaping. The subject tract is at the northeast area of Clovis Avenue and Shepherd Avenues. It contains approximately 21.95 acres and consists of 101 residential units, zoned R-1.

FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, fire hydrants, street paving, sanitary sewer, water mains, and landscaping, which will be perpetually maintained by the City of Clovis. For the streetlights, the City will pay for the power and PG&E will provide the maintenance.

REASON FOR RECOMMENDATION

The subdivision agreement has been executed by the subdivider and all development fees paid or deferred in accordance with the Municipal Code. The agreement provides for the developer to complete a technically correct map and improvement plans, and to complete all the required improvements in compliance with the conditions of approval. The improvements are adequately secured.

ACTIONS FOLLOWING APPROVAL

The final map will be filed with the Fresno County Recorder's office for recording.

Prepared by: Jeff Brown, Engineer II

Reviewed by: City Manager AK

RESOLUTION 22-____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6344**

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6344, by The City of Clovis, a Municipal Corporation; and

WHEREAS, said final tract conforms to the requirements of Chapter 2, Part 2, of Division 4 of the Business and Professions Code and to local ordinances.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis by the City Council of the City of Clovis as follows:

1. The final map of Tract 6344, consisting of four (4) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.
2. The subdivision improvement plans for said tract have been approved by City Staff.
3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$3,961,405.00.
4. The offer and dedication for public use of the parcels and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.
5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.
6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) of the remaining improvements to be constructed or the sum of \$3,961,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$1,981,000.00 for payment of labor and materials furnished by contractors, subcontractors, laborers and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.
7. Subdivider shall furnish a bond in the sum of \$396,100.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

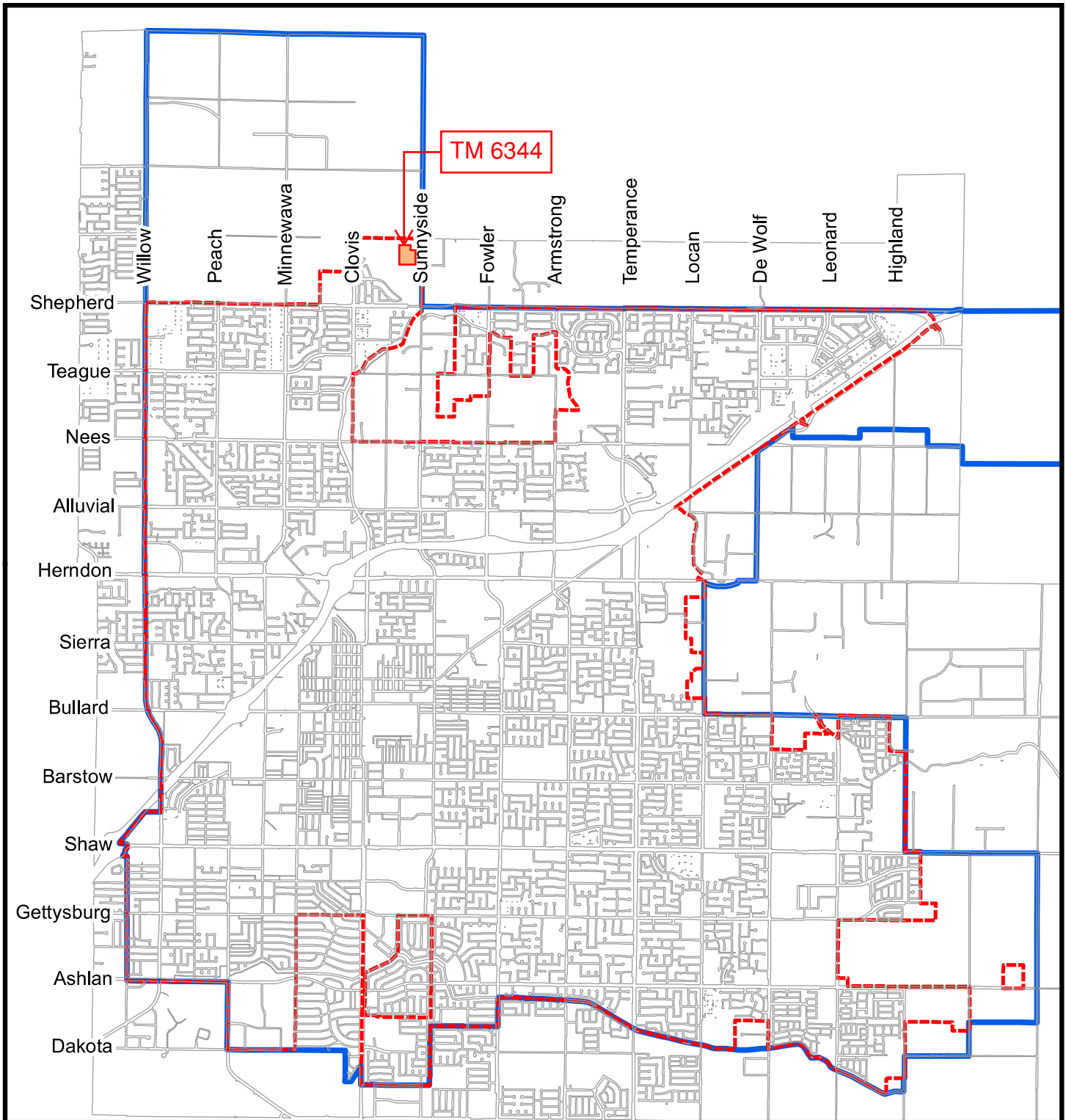
DATED:

Mayor

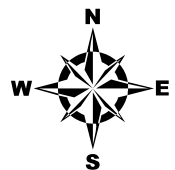
City Clerk

VICINITY MAP

TM 6344 (Lennar Homes of California)



Attachment 2



November 14, 2022

 CITY LIMITS SPHERE OF INFLUENCE

Jeff Brown

FINAL MAP OF TRACT NO. 6344

PHASE THREE OF VESTING TENTATIVE TRACT NO. 6200
IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN AUGUST 2018 BY YAMABE & HORN ENGINEERING, INC.
CONSISTING OF 4 SHEETS, SHEET 1 OF 4

OWNER'S STATEMENT:

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

LENNAR HOMES OF CALIFORNIA, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
MIKE MILLER, VICE PRESIDENT

NOTARY ACKNOWLEDGMENTS:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

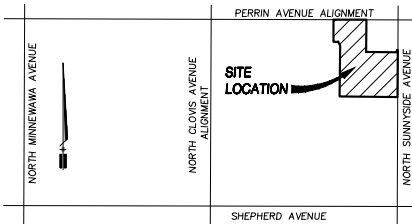
STATE OF CALIFORNIA }
COUNTY OF FRESNO }

ON _____, 2022 BEFORE ME _____, NOTARY PUBLIC, PERSONALLY APPEARED MIKE MILLER, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

PRINT NAME _____ SIGNATURE _____
MY COMMISSION EXPIRES: _____ COUNTY OF: _____
COMMISSION NUMBER: _____



VICINITY MAP: NOT TO SCALE

LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT(S) 179, AS SHOWN ON THE FINAL MAP ENTITLED "TRACT NO. 6200", RECORDED IN THE OFFICE OF THE FRESNO COUNTY RECORDER ON DECEMBER 24, 2019, IN VOLUME 89 OF PLATS AT PAGE(S) 39-45 OF SAID COUNTY

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF THE UNDERLYING MINERALS, OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND GEOTHERMAL STEAM DEPOSITS IN AND UNDER SAID LAND, AS RESERVED BY SUNLAND VINEYARDS COMPANY, A CORPORATION, IN THE DEED RECORDED MARCH 17, 1978, IN BOOK 6891, PAGE 209 OF OFFICIAL RECORDS, DOCUMENT NO. 28121.

THIS LAND IS SUBJECT TO THE FOLLOWING:

- AN EASEMENT FOR PUBLIC ROAD AND INCIDENTAL PURPOSES, RECORDED MAY 8, 1883 IN BOOK 31 OF DEEDS, PAGE 310. IN FAVOR OF: COUNTY OF FRESNO AFFECTS: AS DESCRIBED THEREIN
- AN EASEMENT FOR DITCH, CANAL AND WATERWAY AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 25, 1907 IN BOOK 367 OF DEEDS, PAGE 405. IN FAVOR OF: COLONIAL HELM DITCH COMPANY AFFECTS: AS DESCRIBED THEREIN. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.
- AN EASEMENT FOR ENTERPRISE CANAL AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 28, 1912 IN BOOK 499 OF DEEDS, PAGE 53. IN FAVOR OF: FRESNO CANAL AND IRRIGATION COMPANY AFFECTS: AS DESCRIBED THEREIN. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.
- AN EASEMENT FOR DITCH KNOWN AS BEHYMER DITCH NO. 427 AND INCIDENTAL PURPOSES, RECORDED JUNE 19, 1941 AS INSTRUMENT NO. 21501 IN BOOK 2060, PAGE 188 OF OFFICIAL RECORDS. IN FAVOR OF: FRESNO IRRIGATION DISTRICT AFFECTS: AS DESCRIBED THEREIN
- AN EASEMENT FOR DOTTIE BROWN IRRIGATION EASEMENT AND INCIDENTAL PURPOSES, RECORDED JANUARY 25, 1974 AS INSTRUMENT NO. 6648 IN BOOK 6258, PAGE 992 OF OFFICIAL RECORDS. IN FAVOR OF: FRESNO IRRIGATION DISTRICT AFFECTS: AS DESCRIBED THEREIN
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CERTIFICATION OF COMPLETION FOR SIERRA AND NAVELENCIA RESOURCE CONSERVATION DISTRICT CONSOLIDATION" RECORDED FEBRUARY 18, 2009 AS INSTRUMENT NO. 2009-0023421-1 OF OFFICIAL RECORDS.
- AN EASEMENT FOR FACILITIES FOR THE DISTRIBUTION OF ELECTRIC ENERGY AND COMMUNICATION PURPOSES AND INCIDENTAL PURPOSES, RECORDED MAY 4, 2015 AS INSTRUMENT NO. 2015-0053909 OF OFFICIAL RECORDS. IN FAVOR OF: PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION. AFFECTS: AS DESCRIBED THEREIN. TERMS AND PROVISIONS CONTAINED IN THE ABOVE DOCUMENT.
- A DOCUMENT ENTITLED "CERTIFICATE OF COMPLETION SHEPHERD-SUNNYSIDE NORTHWEST REORGANIZATION" RECORDED DECEMBER 19, 2018 AS INSTRUMENT NO. 2018-0150987 OF OFFICIAL RECORDS.
- THE EFFECT OF A DOCUMENT ENTITLED "CERTIFICATE OF CORRECTION", RECORDED DECEMBER 17, 2020 AS INSTRUMENT NO. 2020-0182407 OF OFFICIAL RECORDS OF FRESNO COUNTY. SAID DOCUMENT PURPORTS TO CORRECT A TYPOGRAPHICAL ERROR IN THE LEGEND AND NOTE SECTION ON SHEETS 3, 4, AND 5 OF TRACT MAP 6200 RECORDED IN VOLUME 89 OF PLATS PAGE(S) 39-45
- THE EFFECT OF AN INSTRUMENT ENTITLED "BEFORE THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT RESOLUTION PROVIDING FOR THE RECORDATION OF A MAP IDENTIFYING AREAS SUBJECT TO PAYMENT OF DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES", EXECUTED BY FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND CITY OF FRESNO, RECORDED JULY 31, 1995 AS INSTRUMENT NO. 95092128 OF OFFICIAL RECORDS.
- EASEMENTS, DEDICATIONS, RESERVATIONS, PROVISIONS, RELINQUISHMENTS, RECITALS, CERTIFICATES AND ANY OTHER MATTERS AS PROVIDED FOR OR DELINEATED ON THAT CERTAIN MAP ENTITLED "TRACT 6200", RECORDED DECEMBER 24, 2019, IN VOLUME 89 OF PLATS AT PAGE(S) 39 THROUGH 45.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED AGREEMENT FOR DEFERMENT OF DEVELOPMENT REQUIREMENTS OF THE CITY OF CLOVIS, TO DO WORK AFTER NOTICE AND CREATING LIEN ON REAL PROPERTY, EXECUTED BY AND BETWEEN CITY OF CLOVIS, A MUNICIPAL CORPORATION AND LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION AND PATRICK VINCENT RICCHIUTI, AS TRUSTEE OF THE PATRICK VINCENT RICCHIUTI FAMILY TRUST DATED MAY 17, 1985, RECORDED DECEMBER 24, 2019, AS INSTRUMENT NO. 2019-0155582 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "STATEMENT OF COVENANTS AFFECTING LAND DEVELOPMENT", RECORDED DECEMBER 24, 2019 AS INSTRUMENT NO. 2019-0155583 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED MAINTENANCE AGREEMENT, EXECUTED BY AND BETWEEN CITY OF CLOVIS, A CALIFORNIA MUNICIPAL CORPORATION AND LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION AND PATRICK VINCENT RICCHIUTI, AS TRUSTEE OF THE PATRICK VINCENT RICCHIUTI FAMILY TRUST DATED MAY 17, 1985, RECORDED DECEMBER 24, 2019, AS INSTRUMENT NO. 2019-0155586 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, LLC. ON AUGUST 5, 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



DAVID C. HORN, PLS 8204

DATE

CITY ENGINEER'S STATEMENT

I MICHAEL J. HARRISON, CITY ENGINEER OF THE CITY OF CLOVIS HEREBY STATE THAT I HAVE CAREFULLY EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.



MICHAEL J. HARRISON, P.L.S. 8088
CITY ENGINEER

DATE

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION ADOPTED _____, 2022 APPROVED THE WITHIN MAP AND ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

KAREY CHA, CITY CLERK

DATED _____

RECORDERS CERTIFICATE

DOCUMENT NO. _____ FEE PAID \$ _____
FILED THIS _____ DAY OF _____, 2022, AT _____ M.
IN VOLUME _____ OF PLATS, AT PAGES _____ THROUGH _____, FRESNO COUNTY RECORDS.
AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, LLC.

PAUL DICTOS, C.P.A., FRESNO COUNTY ASSESSOR-RECORDER

BY: _____
DEPUTY COUNTY RECORDER

**Yamabe & Horn
Engineering, Inc.**
CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YAMABE.HORN.COM

FINAL MAP OF
TRACT NO. 6344
PHASE THREE OF VESTING TENTATIVE TRACT NO. 6200
IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
STATE OF CALIFORNIA
CONSISTING OF 4 SHEETS, SHEET 2 OF 4
BOUNDARY ANALYSIS

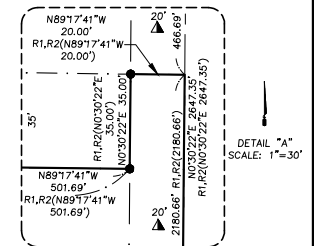
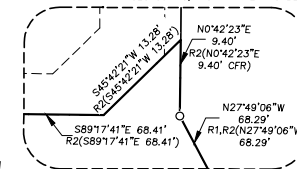
LEGEND:

- FOUND AND ACCEPTED 3/4" X 30" IRON PIPE, TAGGED LS 7923 DOWN 6", UNLESS OTHERWISE NOTED
- FOUND AND ACCEPTED 3/4" X 30" IRON PIPE, TAGGED LS 8204 DOWN 6", UNLESS OTHERWISE NOTED
- R1() RECORD DATA PER TRACT NO. 6200 RECORDED IN VOLUME 89 OF PLATS AT PAGES 39-45, F.C.R.
- R2() RECORD DATA PER TRACT NO. 6292 RECORDED IN VOLUME OF PLATS AT PAGES , F.C.R.
- ▲ ACCEPTED IN FEE FOR PUBLIC STREET AND UTILITY PURPOSES BY THE CITY OF CLOVIS PER R2()
- △ ACCEPTED FOR PUBLIC STREET PURPOSES PER MAP OF TRACT NO. 3286 "QUAIL RUN" RECORDED IN VOLUME 37 OF PLATS AT PAGE 68, F.C.R.
- ▲ EASEMENT FOR PUBLIC ROAD PURPOSES PER DEED RECORDED DECEMBER 3, 1908 IN BOOK 407 OF DEEDS AT PAGE 370, F.C.R.
- CR CORNER RECORD ON FILE WITH THE FRESNO COUNTY SURVEYOR
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- F.C.R. FRESNO COUNTY RECORDS
- CFR CALCULATED FROM RECORD

- LIMIT OF SUBDIVISION
- - - - - PROPERTY LINE / RIGHT OF WAY LINE
- SECTION LINE
- - - - - EASEMENT LINE

BASIS OF BEARINGS:

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN PER TRACT NO. 6200, RECORDED IN VOLUME 89 OF PLATS AT PAGES 39-45, F.C.R. TAKEN TO BE NORTH 89°17'21" WEST.



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F:\2021\21-117\dwg\Maps\Final Map\21-117_02-FM.dwg

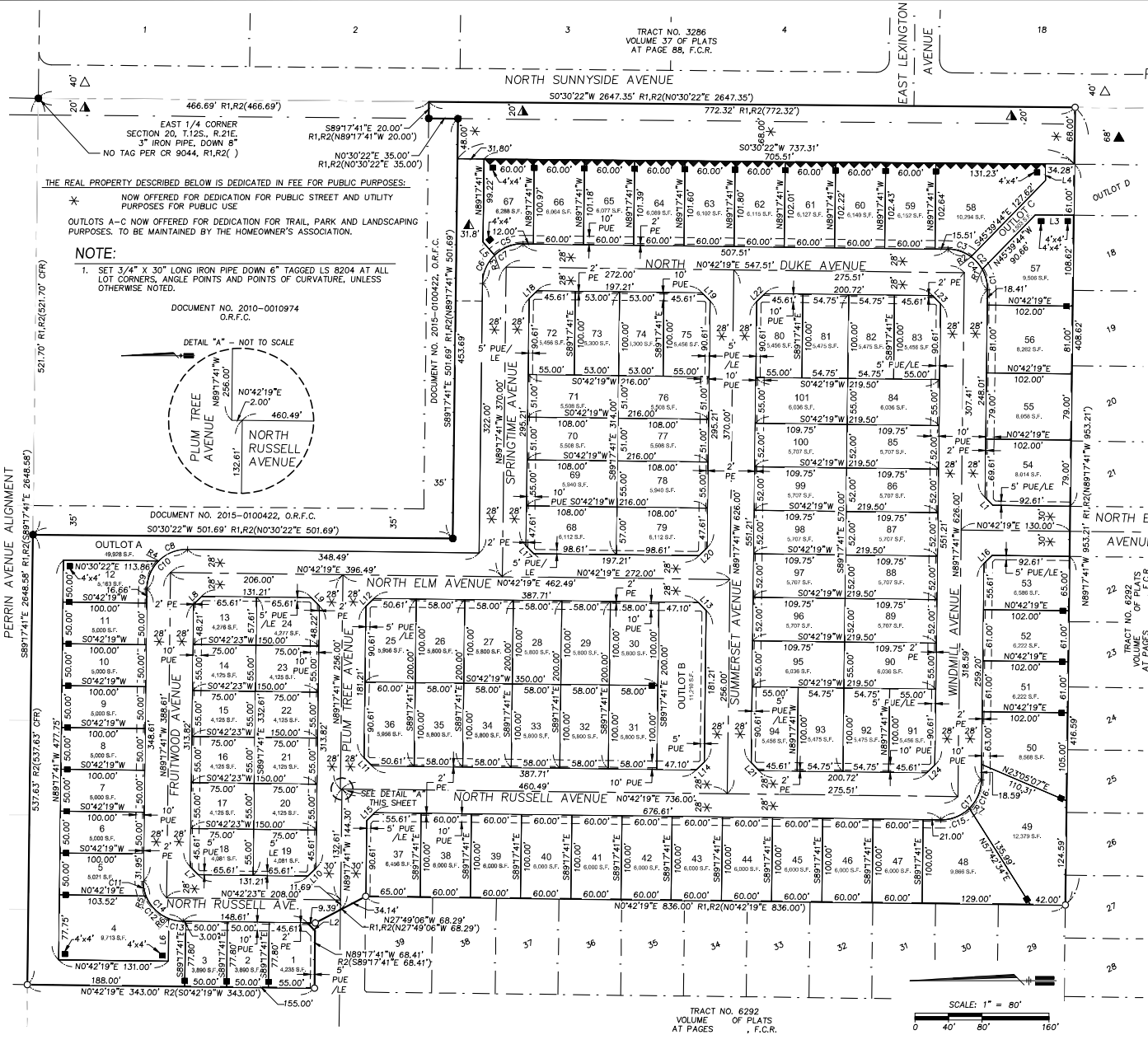
FINAL MAP OF
TRACT NO. 6344
—PHASE THREE OF VESTING TENTATIVE TRACT NO. 6200
IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
STATE OF CALIFORNIA
CONSISTING OF 4 SHEETS, SHEET 3 OF 4
LEGEND:

- FOUND AND ACCEPTED 3/4" X 30" IRON PIPE, TAGGED LS 7923 DOWN 6", UNLESS OTHERWISE NOTED
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- ▲ EASEMENT FOR PUBLIC ROAD PURPOSES PER DEED RECORDED DECEMBER 3, 1908 IN BOOK 407 OF DEEDS AT PAGE 370, F.C.R.
- ▲ A 31.8" WIDE STORM DRAIN PIPELINE EASEMENT PREVIOUSLY RECORDED AS DOCUMENT NO. 2022-0093348, O.R.F.C.
- SET 3/4" X 30" LONG IRON PIPE DOWN 6" TAGGED LS 8204 AS WITNESS CORNER ON LOT LINE 4.00' FROM PROPERTY CORNER ON LINE OR 4.00' X 4.00' OFFSET FROM PROPERTY LINES AS INDICATED.
- CR CORNER RECORD ON FILE WITH THE FRESNO COUNTY SURVEYOR
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- F.C.R. FRESNO COUNTY RECORDS
- CFR CALCULATED FROM RECORD

- LIMIT OF SUBDIVISION
- PROPERTY LINE / RIGHT OF WAY LINE
- SECTION LINE
- EASEMENT LINE
- VEHICLE ACCESS RESTRICTION

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
PUE NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY EASEMENT PURPOSES
PE NOW OFFERED FOR DEDICATION FOR PEDESTRIAN EASEMENT PURPOSES
LE NOW OFFERED FOR DEDICATION FOR LANDSCAPE EASEMENT PURPOSES

LINE TABLE			CURVE TABLE				RADIAL TABLE	
LINE	BEARING	DISTANCE	CURVE	RADIUS	DELTA	LENGTH	RADIAL	BEARING
L1	N45°42'19"E	13.28'	C1	48.00'	30°36'25"	25.64'	R1	S29°54'06"E
L2	S45°42'21"W	13.28'	C2	48.00'	24°06'02"	20.19'	R2	S54°00'08"E
L3	N0°30'22"E	46.13'	C3	48.00'	35°17'33"	29.57'	R3	N45°42'19"E
L4	S89°29'38"E	19.55'	C4	48.00'	90°00'00"	75.40'	R4	N45°21'48"E
L5	N48°41'15"E	21.00'	C5	48.00'	45°00'00"	37.70'	R5	N21°23'08"W
L6	S89°17'41"E	50.91'	C6	48.00'	45°00'00"	37.70'	R6	N68°33'08"W
L7	N45°42'21"E	13.28'	C7	48.00'	90°00'00"	75.40'	R7	S45°42'19"W
L8	S44°17'41"E	13.28'	C8	48.00'	45°20'31"	37.99'		
L9	S45°42'19"W	13.28'	C9	48.00'	44°39'29"	37.41'		
L10	N44°17'39"W	13.28'	C10	48.00'	90°00'00"	75.40'		
L11	N45°42'19"E	13.28'	C11	48.00'	22°05'25"	18.51'		
L12	S44°17'41"E	13.28'	C12	48.00'	47°10'02"	39.51'		
L13	S45°42'19"W	13.28'	C13	48.00'	204°42'29"	17.38'		
L14	N44°17'41"W	13.28'	C14	48.00'	89°59'56"	75.40'		
L15	N44°17'41"W	13.28'	C15	48.00'	45°00'00"	37.70'		
L16	S44°17'41"E	13.28'	C16	48.00'	45°00'00"	37.70'		
L17	N45°42'19"E	13.28'	C17	48.00'	90°00'00"	75.40'		
L18	S44°17'41"E	13.28'						
L19	S45°42'19"W	13.28'						
L20	N44°17'41"W	13.28'						
L21	N45°42'19"E	13.28'						
L22	S44°17'41"E	13.28'						
L23	S45°42'19"W	13.28'						
L24	N44°17'41"W	13.28'						



TRACT NO. 6292
VOLUME OF PLATS
AT PAGES , F.C.R.

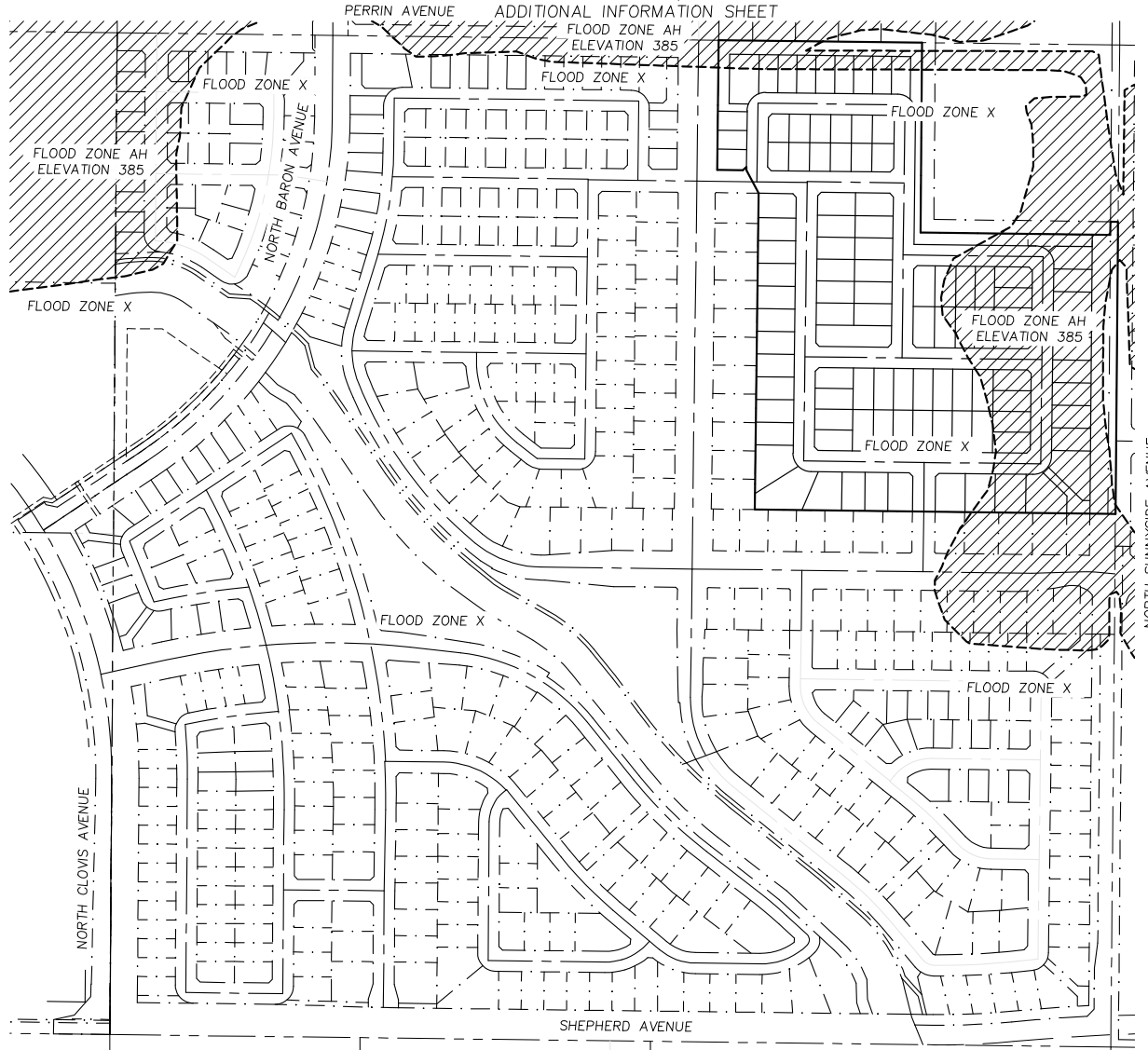
SCALE: 1" = 80'
0 40' 80' 160'

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FINAL MAP OF
TRACT NO. 6344
 PHASE THREE OF VESTING TENTATIVE TRACT NO. 6200
 IN THE CITY OF CLOVIS, COUNTY OF FRESNO,
 STATE OF CALIFORNIA

CONSISTING OF 4 SHEETS, SHEET 4 OF 4

ADDITIONAL INFORMATION SHEET



LEGEND:

- AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
- FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS DETERMINED.

FLOOD INFORMATION:

THE INFORMATION ON THIS SHEET IS BASED ON THE FLOOD INSURANCE RATE MAP (FIRM) FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS SHOWN ON MAP NUMBER 06019C1580H, COMMUNITY PANEL NUMBER 060044 WITH AN EFFECTIVE DATE OF FEBRUARY 18, 2009 IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA.



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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 14, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-____, Annexation of Proposed Tract 6344, located at the northeast area of Clovis Avenue and Shepherd Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (Lennar Homes of California, LLC).

ATTACHMENTS: 1. Res. 22-____

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Res. 22-____, which will annex proposed Tract 6344, located at the northeast area of Clovis Avenue and Shepherd Avenue to the Landscape Maintenance District (LMD) No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, Lennar Homes of California, LLC, acting as the subdivider, has requested to be annexed to the LMD No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tentative Tract 6344.

BACKGROUND

Lennar Homes of California, LLC, the developer of Tract 6344, has executed a covenant that this development be annexed to the City of Clovis, LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

Under the provisions of the Landscaping and Lighting Act of 1972 and in accordance with Article XIII C and Article XIII D of Proposition 218, all the owners of property proposed for annexation have provided a written request and consent to annexation and have executed a covenant (petition) indicating acceptance of the annual assessment.

FISCAL IMPACT

This project will add landscaping to the LMD No. 1 of the City of Clovis shown as follows:

	<u>Tract 6344</u>	<u>Year to Date</u>
LMD Landscaping added:	2.569 acres	10.858 acres
Resource needs added:	0.257 persons	1.086 persons

The resource needs estimate is based on 1 person per 10 acres of landscaped area.

REASON FOR RECOMMENDATION

The property owners for the subject tract have requested annexation into the City of Clovis LMD No. 1.

ACTIONS FOLLOWING APPROVAL

Tract 6344 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: Jeff Brown, Engineer II

Reviewed by: City Manager *AH*

RESOLUTION 22-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
 APPROVING ANNEXATION TO LANDSCAPING MAINTENANCE DISTRICT NO. 1 OF THE
 CITY OF CLOVIS**

WHEREAS, City of Clovis Landscape Maintenance District No. 1 ("District") was formed by Resolution No. 85-78, adopted July 15, 1985, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6344, as described in Attachment A attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis as follows:

1. That the public interest and convenience require that certain property described in Attachment A attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.
2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in Attachment A which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: November 14, 2022

 Mayor

 City Clerk

ATTACHMENT A

Legal Description

Lots 1 through 101, inclusive, of Tract Map 6344 recorded in Volume _____ of Plats at Pages _____ through _____, Fresno County Records.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 14, 2022

SUBJECT: Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 6348, located at the northeast corner of West Nees and North Timmy Avenues (Gleneagles Homes, Gary McDonald Homes). **(Councilmember Whalen has a conflict of interest on this item)**

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

Councilmember Whalen owns property within 1000 feet of subject property. It is recommended that he recuse himself from participation regarding this item.

RECOMMENDATION

For the City Council to:

1. Accept the public improvements for Tract 6348, and authorize recording the Notice of Completion; and
2. Authorize the release of the Performance Surety immediately and then release of the Labor and Materials Surety ninety (90) days after the recordation of the Notice of Completion, (provided no lien have been filed) and release of Public Improvements Maintenance Surety upon the expiration of the one-year warranty period and provided any defective work has been repaired to the City's satisfaction.

EXECUTIVE SUMMARY

The owner, Gleneagles Homes (Gary McDonald Homes), has requested final acceptance of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer. The construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

All landscaping, including sidewalks along the side yards of lots have been constructed. The construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

FISCAL IMPACT

The cost for periodic routine maintenance, as well as repairs needed as the improvements deteriorate with age and usage, will be incorporated to the annual maintenance budget of the Public Utilities Department as these costs are identified.

REASON FOR RECOMMENDATION

The Subdivision Map Act requires that once construction of the required improvements has been completed in compliance with all codes, plans and specifications, and all other required documents have been completed and submitted, final acceptance is required, and the appropriate sureties are released.

ACTIONS FOLLOWING APPROVAL

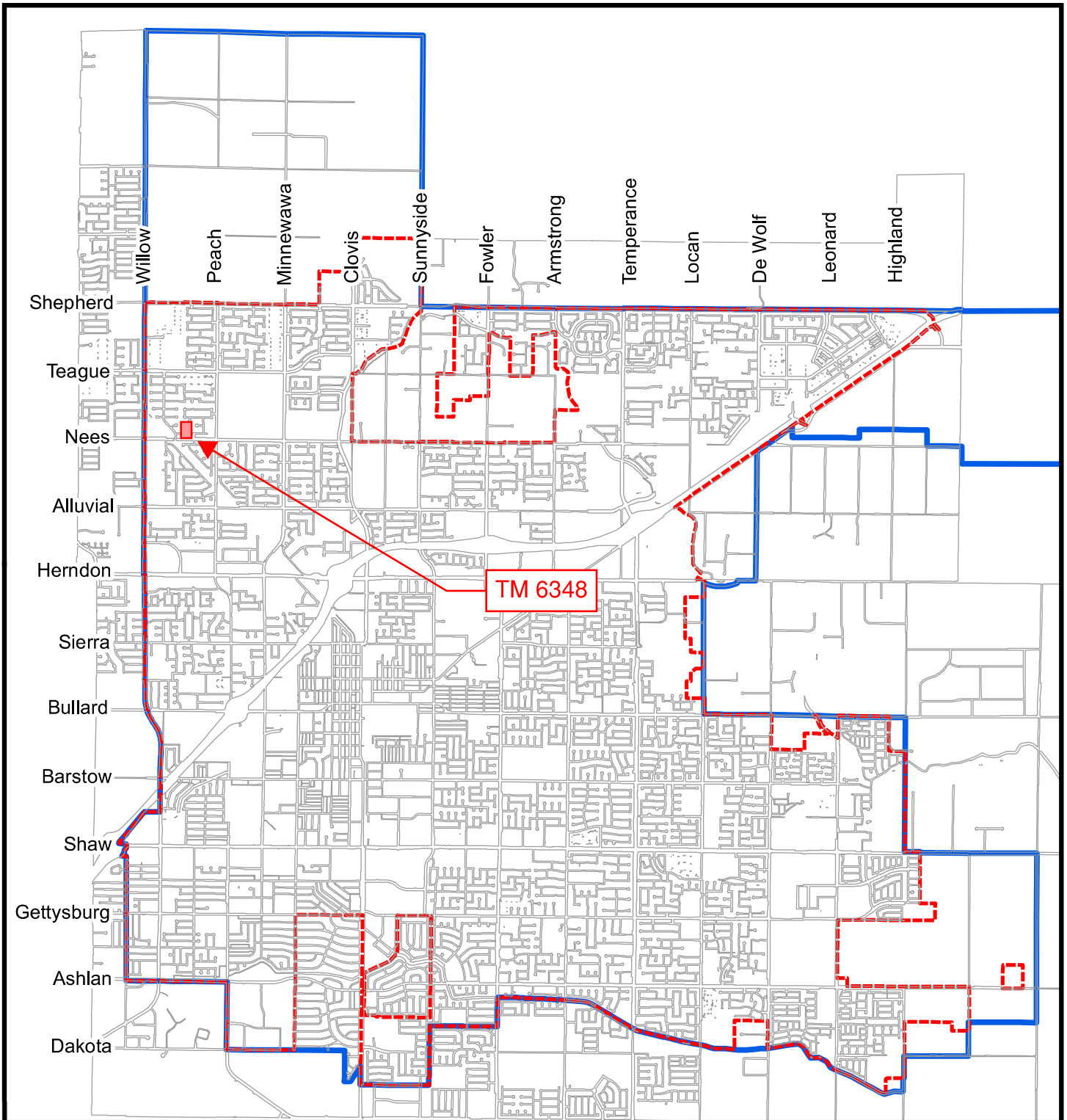
Record the Notice of Completion and release the Performance, Labor and Materials, and Maintenance Sureties as appropriate.

Prepared by: Gene G. Abella, Civil Engineer

Reviewed by: City Manager AA

VICINITY MAP

TM 6348 (Gleneagles Homes)



Attachment 1





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: November 14, 2022

SUBJECT: Planning and Development Services - Approval – Bid Award for CIP 19-15, Gettysburg/Norwich Alley Reconstruction – Villa Avenue to Gettysburg Avenue, and Authorize the City Manager to Execute the Contract on Behalf of the City.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

1. For the City Council to award a contract for CIP 19-15, Gettysburg/Norwich Alley Reconstruction – Villa Avenue to Gettysburg Avenue to Asphalt Design by Juan Gomez, in the amount of \$171,710.00; and
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

Staff is recommending that City Council authorize the City Manager to award and execute the contract to Asphalt Design by Juan Gomez, who was the lowest responsible bidder from a bid opening that took place on November 1, 2022.

The work to be performed includes removal of the existing pavement and installing new paving, aggregate base, concrete valley gutter, concrete drive approaches, and adjusting manholes and valve boxes to grade.

BACKGROUND

The following is a summary of the bids received on November 1, 2022:

BIDDERS	BASE BID
Asphalt Design by Juan Gomez	\$171,710.00
Doug Ross, Inc. DBA Central Valley Asphalt	\$177,800.00
Harris Dev. Corp, DBA HBC	\$197,117.00
Dave Christian Construction, Inc.	\$198,868.00
Garcia Paving	\$204,622.34
Clean Cut Landscape, Inc.	\$220,375.00
Dawson-Mauldin, LLC	\$237,940.00
Bush Engineering, Inc.	\$238,807.00
Witbro Inc. DBA Seal Rite Paving & Grading	\$263,950.75
ENGINEER'S ESTIMATE	\$199,280.00

All bids were examined, and the bidder's submittals were found to be in order except for a few minor arithmetic errors on a bid which did not change the order of the bidders. Asphalt Design by Juan Gomez is the lowest responsible bidder. Staff has validated the lowest bidder contractor's license status and bid bond.

FISCAL IMPACT

This project was budgeted in the 2022-2023 Community Investment Program. The project is funded by Community Development Block Grant (CDBG) funding.

REASON FOR RECOMMENDATION

Asphalt Design by Juan Gomez is the lowest responsible bidder. There are sufficient funds available for the anticipated cost of this project.

ACTIONS FOLLOWING APPROVAL

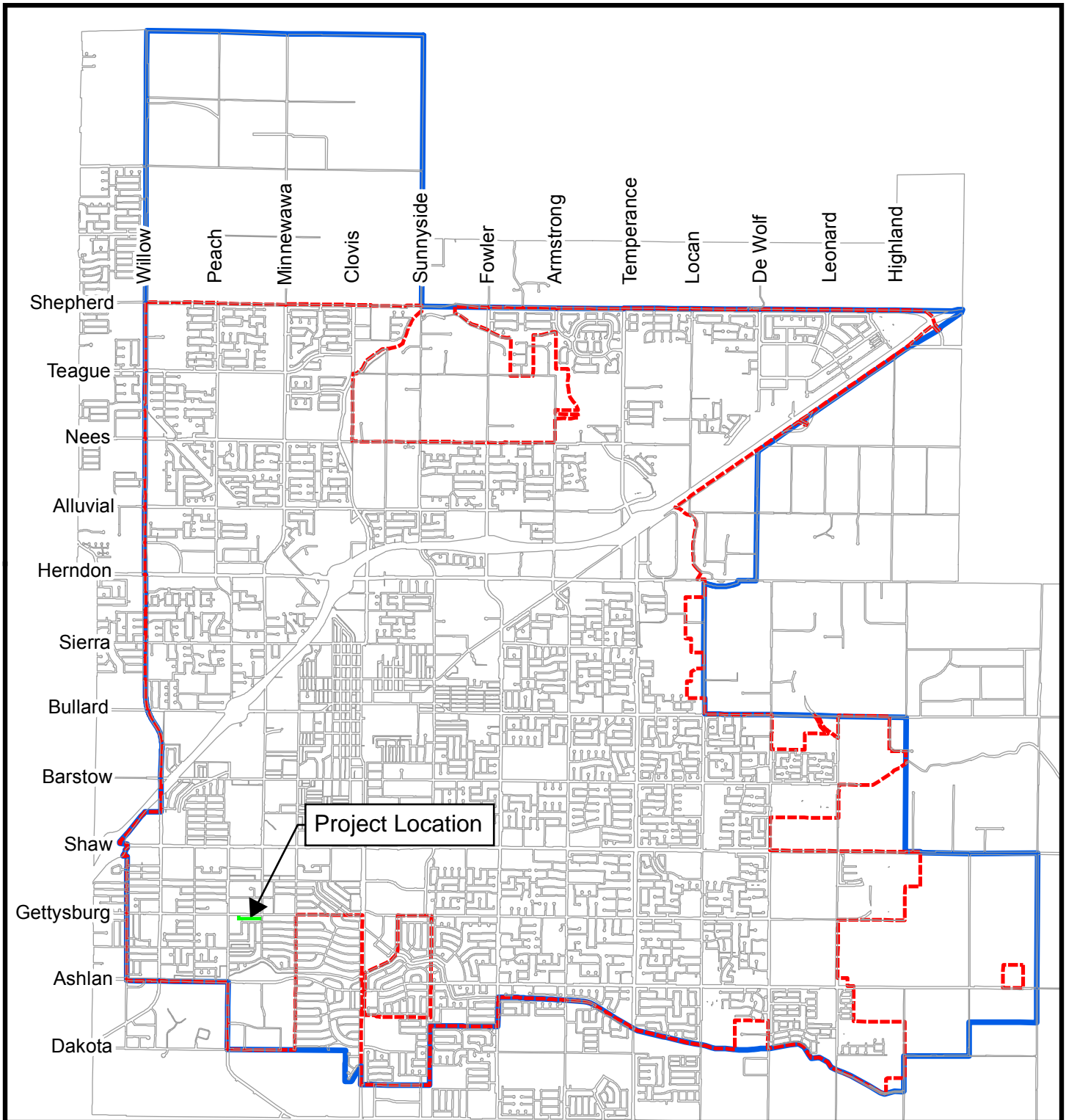
1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
2. Construction shall begin approximately two (2) weeks after contract execution and be completed in forty (40) working days thereafter.

Prepared by: John Cross, Engineer II

Reviewed by: City Manager AA

VICINITY MAP

CIP 19-15 Gettysburg/Norwich Alley Reconstruction



ATTACHMENT 1





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: November 14, 2022

SUBJECT: Public Utilities – Approval – Contract Award for the Purchase of a Low-NOx Flare at the Clovis Landfill, and Authorize the City Manager to Execute the Contract on Behalf of the City.

ATTACHMENTS: 1. Proposal from Perennial Energy, LLC
2. Letter from SJVAPCD regarding Notice of Receipt of Complete Application

CONFLICT OF INTEREST

None.

RECOMMENDATION

1. For the City Council to award the contract for the purchase of a low-NOx flare at the Clovis Landfill to Perennial Energy, LLC (Perennial) in the amount of \$782,525; and
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

The San Joaquin Valley Air Pollution Control District (SJVAPCD) adopted amendments to Rule 4311 pertaining to flares on December 17, 2020. Under the updated Rule 4311, the Clovis Landfill flare does not comply with the revised lower NOx emissions requirements. In response, on March 14, 2022, City Council approved the award of an engineering consulting service agreement with Tetra Tech, Inc. for a feasibility study exploring alternative solutions for compliance with Rule 4311 (flares) at the Clovis Landfill. The study determined the best solution for the City is to replace the existing non-compliant flare with a new low-NOx flare that will meet the new emissions requirements.

In agreement with Tetra Tech, Inc.'s findings, City staff issued a Request for Proposals (RFP) on April 22, 2022, requesting proposals from qualified flare manufacturers with experience in designing and manufacturing low-NOx flares for landfills to comply with SJVAPCD Rule 4311. Staff evaluated and scored the proposals from two companies, John Zinc and Perennial, and

determined that Perennial is recommended to be the manufacturer and supplier of the low-NOx flare based on the proposal, qualifications, experience, and cost.

Staff is recommending that Council award the contract for the purchase of a low-NOx flare at the Clovis Landfill to Perennial Energy, LLC (Perennial) in the amount of \$782,525 and authorize the City Manager to execute a contract on behalf of the City.

BACKGROUND

The San Joaquin Valley Air Pollution Control District (SJVAPCD) adopted amendments to Rule 4311 pertaining to flares on December 17, 2020. The purpose of Rule 4311 is to limit the emissions of volatile organic compounds (VOC), nitrogen oxides (NOx), and sulfur oxides (SOx) from the operation of flares. The emission requirement for NOx for landfill flares has essentially been cut in half and is now at 0.025 lb/MMBtu. The existing Clovis Landfill flare now exceeds the NOx requirement with an output of 0.047 lb/MMBtu. Rule 4311 contains two deadlines the City is required to meet:

1. Submit an Authority to Construct (ATC) application to modify or replace the flare to meet emissions limits by July 1, 2022; and
2. Demonstrate compliance with emissions requirements by December 31, 2023.

In response, on March 14, 2022, City Council approved the award of an engineering consulting services agreement with Tetra Tech, Inc. for a feasibility study exploring alternative solutions for compliance with Rule 4311 (flares) at the Clovis Landfill. The study evaluated beneficial reuse of landfill gas-to-energy projects in comparison with flare replacement. The proposed gas-to-energy projects relied on variables outside the control of the City, made financial assumptions that could not be verified, and required a large capital investment without a guarantee of return. For these reasons and because of the strict timeline, it was determined the best option was for the City to replace the existing non-compliant flare with a low-NOx flare. This option would meet compliance with SJVAPCD Rule 4311.

City staff is working concurrently through the ATC application process and the selection and procurement of a new low-NOx flare to meet the requirements and timeline of the new rule. On April 22, 2022, City staff issued an RFP, requesting proposals from qualified flare manufacturers with experience in designing and manufacturing low-NOx flares for landfills. Staff evaluated the proposals and determined that Perennial is the recommended manufacturer and supplier based on the proposal, qualifications, experience, and cost.

Perennial Energy, LLC is a pioneer in the landfill gas flare business and brings many years of experience and knowledge in the design, manufacturing, and operation of landfill gas flares. The existing flare at the Clovis Landfill that was installed in October of 2006 was also manufactured by Perennial Energy, LLC. Other landfills that currently have or are in the process of installing a flare manufactured by Perennial Energy, LLC are the following:

- Fairmead Landfill, Madera, CA
- Highway 59 Landfill, Merced, CA
- Gillespie Landfill, San Diego, CA

- Hay Road Flare #2, Vacaville, CA
- Buena Vista Landfill, Watsonville, CA
- Toland Road Landfill, Santa Paula, CA

On June 29, 2022, staff submitted an Authority to Construct (ATC) application to the SJVAPCD, proposing to replace the existing flare with a new low-NOx flare. On October 28, 2022, the City received from SJVAPCD a Notice of Receipt of Complete Application (Attachment 2), stating they have sufficient information to proceed with their analysis, with the final approval to follow in the form of an ATC permit to be issued after the application processing is complete. The deadline for full compliance with Rule 4311 is December 31, 2023.

After Council approval, staff will work with Perennial Energy, LLC in developing design plans and fabrication of the low-NOx flare. Once the City receives final approval in the form of an ATC permit from SJVAPCD, staff will authorize Perennial to begin fabrication. Concurrently, staff will work with Tetra Tech to prepare construction bid documents for the installation of the flare at the Clovis Landfill and will subsequently proceed to project bidding and construction.

FISCAL IMPACT

The project was budgeted in the Public Utilities Department Community Sanitation Fund for FY 2022/23. Manufacturing and supply of the flare is estimated to cost \$782,525. Construction and installation costs will be determined by bid at a later date.

REASON FOR RECOMMENDATION

Staff has determined that Perennial is the most qualified flare manufacturer to provide a compliant flare for the City of Clovis Landfill. Due to the long lead time necessary to manufacture the low-NOx flare and associated components, it is necessary to move forward in the process with Perennial as soon as possible in order to ensure that it is delivered in time for installation to comply with the deadline set by SJVAPCD. The deadline for full compliance with Rule 4311 is December 31, 2023.

ACTIONS FOLLOWING APPROVAL

The City Manager will execute a contract with Perennial Energy, LLC in the amount of \$782,525 for the cost of a low-NOx flare for the Clovis Landfill. Staff will work with Perennial Energy, LLC in developing design plans for the fabrication of the low-NOx flare. Once the City receives final approval in the form of an ATC permit from SJVAPCD, staff will authorize Perennial to begin fabrication. Concurrently, staff will work with Tetra Tech to prepare construction bid documents for the installation of the flare at the Clovis Landfill and will subsequently proceed to bidding and construction.

Prepared by: Glenn Eastes, Assistant Public Utilities Director

Reviewed by: City Manager *AE*

Rev 2 October 25, 2022

Rev 1 July 11, 2022; May 12, 2022

City of Clovis

Re: City of Clovis Landfill Low NOx Enclosed Ground Flare System

Attn: Rey Empleo

Per your request, following and attached please find our **quotation** to supply the described products and services relative to your project requirements. We appreciate the opportunity to furnish this proposal.

Perennial Energy proposes to provide a unitized, modular, landfill gas extraction and low NOx enclosed ground flare station, with off-loading and installation by others. The flare station shall be sized per the specification to exert **80" WC vacuum** at the inlet of the skid (**85" WC vacuum** at the inlet of the blower) and deliver **500 SCFM of 30% to 55% methane content** LFG to a **1,000 SCFM, 33.0 MMBtu/hr** low NOx enclosed ground flares. The gas handling system shall be capable of delivering the specified landfill gas flow at up to 2 psig at the outlet of the blower. Automatic Vacuum/Flow control feature is provided. The three-phase, 480 VAC power panel and the single-phase load distribution panel are provided on the Perennial Energy system gas handling skid.

The flare is designed to meet **SJVAPCD Rule 4311 emissions of:**

- 0.025 lbs/MMBtu NOX
- 0.06 lbs/MMBtu CO
- 0.006 lbs/MMBtu VOC, online VOC monitoring will be required at emissions test, in lieu of bag sample, in order to tune flare
- 98% Destruction Efficiency of NMOC's
- 99% Destruction Efficiency of methane
- Operating temperatures of 1500 °F -1800 °F.
- Typical sulphur containing compounds are expected to be oxidized at 98% efficiency
- NMOC destruction efficiency will be 98% or a reduction of the outlet NMOC concentration to less than 20 ppmvd, as hexane at 3% oxygen.
- NOx emissions rates assume no condensate or leachate injection.

Estimated Utility Requirement

Propane Gas:	13" WC, 1/2" NPT Connection
Instrument Quality Compressed Air:	80 psig – 125 psig Compressed Air
Power:	460 VAC, 60 hertz, Three phase, 400 Amp Service
Internet:	Quantity 1, Cat 6 Cable with RJ45 Connection, 10 MB Down and 5 MB Up minimum speed

Estimated Horsepower Requirements

Biogas Blower 301	40 HP
Biogas Blower 302	40 HP
Biogas Blower 303	40 HP
Combustion Air Blower 401	50 HP
Air Compressor 401	40 HP
480/240 Transformer	15 kVA

The Low NOx Enclosed Ground Flare Station (LNEGFS) shall include three principal sub-systems:

- The Low NOx Enclosed Ground Flare (LNEGF)
- The Gas Handling System (GHS)
- The Low NOx Enclosed Ground Flare Station MCC/Control System (CP)

Not included in this proposal are the following:

- Site Civil, Electrical, or Structural Engineering
- Freight, off-loading, or Installation
- Bonds or liquidated damages
- Taxes, permits, fees, etc.
- Exhaust Stack (Emissions) Testing services
- Interconnecting conduit, and wire

Exceptions include the following:

- The top 2 feet of the flare will be carbon steel. The shell will have a stainless-steel beauty ring that is welded to the outside of the carbon steel.
- The inlet knockout will have a polypropylene mesh pad in lieu of stainless steel
- The inlet knockout will not have any storage capacity
- The air compressor dryer will not be integrated and will be a stand-alone unit. This solution allows the compressor to still operate if the dryer needs O&M.
- Stamped anchorage calculations for the Low NOx Flare Station are not included.
- The combustion air blower will have carbon steel wetted material as this blower does not have contact with corrosive landfill gas and only has contact with ambient air
- Drains on the gas handling system will be 304SS in lieu of HDPE. All drain piping on components off-skid is not provided by Perennial Energy.

The Low NOx Enclosed Ground Flare shall include:

- PEI 33.0 MMBtu/hr Rated Low NOx Enclosed Ground flare
 - ASTM A-36 5/16" carbon steel flare shell assembly
 - Approximate size: 92" diameter x 38' O.A.H.
 - Stainless steel protection band around top of flare shell
 - Four (4) test ports for air quality testing sensor access
 - Five (5) view ports . . . one at each thermocouple and two to view main flame and pilot
 - Heat shield around flare where personnel contact may occur
 - Engineered "four feet" mounting system
 - Four (4) inches of air space beneath flare floor and equipment pad
- Fuel Train Includes:
 - 1 each Pressure Transmitter with matching Pressure Gauge, (Flare Inlet Pressure)
 - Thermal Mass flow meter to monitor landfill gas flow to the flare, 120 VAC power, 4 – 20 mA output, NEMA 7 enclosure

- Thermal Mass flow meter to monitor combustion air flow to the flare, 120 VAC power, 4 – 20 mA output, NEMA 7 enclosure
- 8" Stainless Steel V-Port modulating LFG flow control valve w/electric modulating actuator, 120 VAC power
- 8" butterfly valve w/ SS disc & stem and Viton seat w/ pneumatically controlled safety shutoff actuator w/spring assisted shutoff. Dry instrument quality compressed (80-100 psig) air or nitrogen supplied by others.
- 8" Eccentric flame arrester with aluminum housing and 304 Stainless Steel element.
 - Upstream and downstream pressure / differential pressure indication across the flame arrester
 - Includes manual hand valve on drain port
- 8" IPS – ANSI 125# flanged Inlet Nozzle
- 8" stainless steel bellows type flex connector
- Insulation Includes:
 - Stainless steel insulation retainer band and weather shield at top of flare
 - 4" ceramic fiber blanket insulation, installed in overlapping layers, this results in the specified 2P °F skin temperature.
 - Stainless steel retainer pins and keepers (washers) for insulation
 - High temperature sealant/fixative solution sprayed on insulation
- 2 each automatic air inlet louvers
 - Includes actuator motors on both louvers
 - Quantity 1 louver is hinged in order to access the bottom of the flare
- OSHA Ladder for access to thermocouples
 - Includes safety harness for OSHA compliance
 - Includes 360° platform around top of flare for access to sample ports
- Ignition and monitoring system includes:
 - UV, self-checking flame safeguard sensors
 - Three (3) thermocouples at various heights (for temperature control) in flare shell
- Propane Gas pilot system, includes
 - Gas line with solenoid, shutoff valve, and pressure gauge
 - Pilot ignition transformer mounted on flare
 - Interrupted pilot, rated for 40,000 Btu/hr
 - Includes quantity 2, 40 lb. cylinders, shipped empty, filled by others
- Perennial Energy Low NOx Forced Draft Burner include:
 - 33 MMBtu/hr burner package
 - Combustion Air Blower Includes:
 - High Efficiency 2 stage air inlet filter, final filter rating is MERV 13
 - 50 HP, 460 VAC, 60 hertz, 3 phase TEFC, inverter ready motor, includes an insulated ODE bearing on the non-drive end and a shaft grounding ring on the drive end.

- Air ducting from combustion air blower to Low NOx Flare, installed on-site by others
- All components skid mounted and remoted mounted to level concrete pad by others.
- Estimated Size: 51" x 80"
- Flare and flare mounting structure designed to withstand 115 mph UBC wind loads and seismic zone D forces when installed on appropriately designed and installed concrete pad.
- All "on flare" flare wiring pre-installed and pre-conducted to NEMA 4 junction boxes. Will require field reconnection of numbered wires to numbered terminals in junction box(s)
- All carbon steel surfaces sand blasted to SSPC SP-6 standards, primed and painted to Perennial Energy standard paint specs.
 - Primer is Silicon Epoxy Primer
 - Paint is Acrylic Modified Alkyd Enamel

The Gas Handling System shall include:

- Piping and Valves include:
 - 8" system inlet isolation butterfly valve (SS disc & stem / viton elastomer)
 - 8" schedule 10 stainless steel (304L) blower inlet and outlet manifold piping.
 - Schedule 10 304L type C stub ends with ANSI 125 lb. galvanized, lap joint, ductile iron flanges
 - Blower suction side tuning butterfly valves (SS disc & stem / viton elastomer)
 - SS bellows expansion joints at blower inlet and outlet connections
 - Blower discharge side isolation butterfly valves (SS disc & stem / viton elastomer)
 - Blower discharge side check valves (AL Body / AL disc & stem / viton elastomer)
- Instrumentation Includes:
 - 1 each Vacuum Transmitter with matching Vacuum Gauge, (System Inlet)
 - 2 each thermocouples with matching Temperature Indicators (System Inlet, Blower Discharge)
- Inlet demister/knockout **sized for 1000 SCFM, 304L SS construction, 5 psig vacuum/pressure design**, non-ASME pressure rating, includes:
 - Polypropylene knitted mesh, multiple layer demister pad/filter rated for 100% removal efficiency at 6-micron droplet size, removes free moisture in the incoming gas
 - 1 level switch, includes hand valves
 - Flanged cleanout
 - Differential pressure gauge
 - Removable lid for element inspection and removal, includes davit arm
 - Visual liquid level gauge

- 3 each multi-stage centrifugal blower with cast-iron housings, aluminum impellers, heavy-duty carbon-steel shaft, and biogas seals, the internal cast iron parts are phenolic coated for corrosion protection.
 - Inlet driven, direct coupled through a flexible coupling to a **40 HP** TEFC inverter duty motor, 480 volt/60hz/3ph.
 - Instrumentation includes a vibration transmitter on inlet bearing and thermocouples on the inlet and outlet bearing.
 - Each blower is sized for 500 SCFM flow, -85 Inches WC inlet vacuum, and 2 psig discharge pressure. The blower can turn down to approximately 200 SCFM at full design pressures.
 - Quantity 1, automatic drip trap, aluminum body, 1 quart capacity, on condensate drain header
- 40 HP Rotary Screw Air Compressor
 - Sized per specification for 150 cfm at 120 psig
 - 240-gallon vertical, stand-alone tank
 - Controls, and independent refrigerated air dryer
 - Includes weather cover
 - Pressure Transmitter on discharge, alarms on low pressure.
- One each unitized structural skid(s) to accommodate all above equipment in a fully integrated package. The skid includes painted diamond plate decking covering the skid.
 - Estimated Size: 28' Long x 8' 6" Wide x 9' T
- All devices fully installed, wired to skid mounted unclassified control panel, calibrated, and tested to the extent possible at the factory
- All carbon steel surfaces sand blasted to SSPC SP-6 standards, primed and painted to Perennial Energy standard paint specs.

The Low NOx Enclosed Ground Flare Station MCC/Control System shall include:

- Nema 12 Power Distribution Panel
 - Includes main breaker and branch breakers to feed all system loads
 - 480 VAC Three Phase, estimated **400 AMP** Main Breaker.
- NEMA 4 controls/MCC enclosure includes:
 - Air conditioning and heater
 - Sun/Rain Shield
 - Control Panel Lighting
- Variable Frequency Drives Include:
 - 3 each **40 HP** Variable Frequency Drives for LFG blowers,
 - Controlled via PID loops to maintain landfill vacuum or landfill gas flow
 - 1 each **50 HP** Variable Frequency Drive for the Combustion Air blowers
- PLC digital and analog logical supervision system
- HMI, 10" Color Touchscreen operator interface

- All temperatures, pressures, flows, and other analog data displayed
- All timers, setpoints, PID loops, and other system operator inputs available
- Alarms and shutdowns with history log
- Ethernet and Communication Hardware Includes:
 - 8 port, unmanaged Ethernet switch for remote connectivity to PLC/HMI
 - Yokogawa DX-2020 chart recorder with CF memory, Ethernet, math function, and report function, includes 12 memory cards per specification
 - Fleetzoom FZ400
 - 10 digital inputs, 10 analog inputs, 4 digital outputs
 - Includes the first year of monitoring service
- Hand Switches Include:
 - OFF / ON switch for the System
 - OPEN / CLOSED / AUTO switch for the safety shutdown valve
 - TEST / OFF / AUTO switch for the pilot ignition system
 - TEST / OFF / AUTO switch for each blower
 - TEST / OFF / AUTO switch for the combustion air blower
- Panel Lights Include:
 - Flame failure reset (ALARM RESET / LAMP TEST switch)
 - Run Light
- Touch Screen Annunciation includes (but not limited to):
 - Blower run time indication
 - Blower high vibration annunciation
 - Blower Motor low current (surge) annunciation
 - Condensate high level annunciation
 - Flame failure annunciation for the flare
 - Shutdown Valve failure annunciation
 - Low LFG flow rate annunciation
 - Alarm and shutdown message annunciation
- Control Panel Additional Features:
 - Symcom 460 3 phase power monitor for monitoring phase unbalance and phase loss
 - Quantity 1, 100W exterior light on control panel, on/off/photovoltaic operation
 - Uninterruptable Power Supply for PLC, HMI, and communication devices
 - AC and DC control voltage surge protection
 - Single-phase load distribution panel
 - U.L. 508A Listed Control Panel
 - 15 kVA 480:240/120 single phase transformer

Spare Parts shall include:

- **Quantity 1 each (of each type used) PLC and I/O Cards**
 - CPU
 - Analog Input Module
 - Thermocouple Input Module

- Analog Output Module
- Digital Input Module
- Relay Output Module
- Quantity 1 24 VDC Power Supply
- Quantity 1 Surge Arrester
- Quantity 1 UV Scanner
- Quantity 1 Flame Switch
- Quantity 1 Amplifier
- Quantity 1 Ignitor
- Quantity 1 Louver Actuator with Weather Kit
- Quantity 3 Flame Thermocouple
- Quantity 1 Transformer
- Quantity 1 Level Switch
- Quantity 1 Vibration Transmitter
- 1 spare blower bearing kit

General:

- System is priced on an **FCA Factory, West Plains, MO basis**. Freight can be pre-paid and added to invoicing.
- 1 trip, 3 days (quantity 3, 10-hour days) of on-site start-up & training services by a factory field services technician/engineer are included.
 - Additional days are \$1800/day if included in the same trip
 - Weekends and holidays are subject to additional fees.
- 1 digital copy of full engineering submittals are included.
- 1 digital copy and 4 hard copies of “as-built” Operation & Maintenance Manuals are included.
- The system is designed for Class 1 Division II 3 feet around a gas carrying pipe. All other areas are unclassified. If the system is to be installed in a hazardous area, please contact Perennial for additional cost adders.
- The SCCR rating of the system is 35 kAIC. If higher kAIC is required, please contact Perennial for additional cost adders.
- Failure to ship unit within 30 days of notice to ship may result in storage and refurbishing fees.
- Due to current material and component volatility, the materials pricing is subject to review and change at time of order and at time of submittal approval (release for manufacturing).
- NOx emissions rates assume no condensate or leachate injection.
- Please note, mineral based particulates, such as wind-blown dust or silica, can be entrained into the ambient cooling and quenching air or purge air streams and passed into the combustor. As non-combustible matter, they will be passed into the exhaust stream and will be measured as particulate emissions, but are not generated by the combustion process. Additionally, Siloxanes will burn to SiO₂. PEI makes no guarantees regarding these particulates, or particulates formed from the combustion of other non-methane constituents in the gas stream.
- The control panel will be UL 508A listed. The GHS and Flare will not be UL Listed. If any other codes are required, please contact Perennial Energy for design/cost changes.

The system as described above and attached is provided as completely pre-packaged, pre-wired, and factory pre-tested as is possible. The system is offered **FCA Factory** (freight not included), with freight billed at 115% of shipping invoice(s).

The pricing does not include any site civil or structural engineering, or site preparation work of any kind. Neither does the price include any local, state, or federal taxes, or any permits, or tariffs of any kind. The system as quoted is to be off-loaded, set-in place, installed and interconnected by others. The system is designed for installation on equipment pad(s) installed at the same finished elevation. The system includes only the standard Perennial Energy warranty for 18 months from notice of ready to ship or 12 months from date of first service, whichever occurs first. Please see copy of Perennial Energy warranty, attached. The pricing is dependent on receiving an approved order that would include industry standard commercial terms. Perennial Energy standard terms are:

- 10% with order
- 20% with approved submittals or release for manufacturing
- 25% upon receipt of major components
- 25% upon notification to customer of ready to ship
- 10% upon successful start-up, unless failure to achieve successful start-up is neither the fault nor cause of Perennial Energy, then net 60 days of shipment
- 10% upon successful start-up, unless failure to achieve successful start-up is neither the fault nor cause of Perennial Energy, then net 90 days of shipment
- 10% order due upon Receipt of invoice. All other is Net 30 days of Invoice.

The system as described above is offered for..... **\$755,825.00**

Estimated Shipping:

Low NOx Flare: **\$9,000.00**
Gas Handling System: **\$9,000.00**
Ship Loose Items:..... **\$8,700.00**

Shipping cost is subject to change due to volatility of freight.

We anticipate that submittals can be provided in **4 to 8** weeks from receipt of an approved order. We anticipate that we could ship the system in **28 to 32** weeks from receipt of approved submittals or other irrevocable release to order all materials. Actual submittal and shipping estimates will have to be given at time of order.

**Note: Lead times are estimated as the global supply chain is unstable and changes daily.*

Thank you for your consideration of Perennial Energy landfill gas products and services. Should you have any questions, or require further information in this regard, please do not hesitate to call.

Respectfully,

David Mathews



Perennial Energy, LLC
 West Plains, MO 65775

October 28, 2022

Glenn Eastes
City of Clovis - Landfill
155 N Sunnyside Ave
Clovis, CA 93611

Re: Notice of Receipt of Complete Application
Facility Number: C-3074
Project Number: C-1222892

Dear Mr. Eastes:

The San Joaquin Valley Air Pollution Control District (District) has received your Authority to Construct (ATC) application for the modification the existing 76.3 acre municipal solid waste landfill by installing a 33 MMBtu/hr enclosed low NOx flare to be the primary method of disposing of the landfill gas to comply with District Rule 4311, while retaining the existing 30 MMBtu/hr enclosed flare as a backup flare that will be limited to an annual flaring throughput of no more than 90,000 MMBtu in any two consecutive years to comply with District Rule 4311, at 15679 Auberry Rd, Clovis, CA. Based on our preliminary review, the application appears to be complete. This means that your application contains sufficient information to proceed with our analysis. However, during processing of your application, the District may request additional information to clarify, correct, or otherwise supplement, the information on file.

We will begin processing your application as soon as possible. In general, complete applications are processed on a first-come first-served basis. However, you have presented a compelling claim of significant economic hardship and a request for expedited after-hours processing and we will therefore be processing your application out-of-turn, as expeditiously as possible.

It is estimated that the project analysis process will take 69.6 hours, and you will be charged at the weighted hourly labor rate for after-hours processing in accordance with District Rule 3010. This estimate includes the following major processing steps: Determining Completeness (19.6 hours), Engineering Evaluation (30 hours), BACT Analysis (0 hours), Health Risk Assessment (6 hours), CEQA Analysis (10 hours) and Permit Preparation (4 hours). The current weighted labor rate for after-hours processing is \$141.00 per hour, but please note that this fee is revised annually to reflect actual costs

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

Mr. Eastes
Page 2

and therefore may change. No payment is due at this time; an invoice will be sent to you upon completion of this project.

Please note that for projects subject to emission offsetting requirements, the following provisions apply:

- Pursuant to District Rule 2201, Section 7.5, the use of pre-baseline ERCs is prohibited if the usage of such credits during the effective period of a particular EPA-approved plan exceeds the respective pollutant's Pre-Baseline ERC Usage Cap identified in that plan. Pre-baseline ERCs are those that were banked prior to the baseline year for a given EPA-approved Attainment Plan. Please note that this prohibition applies to ATC projects issued after the Pre-Baseline ERC Usage Cap is exceeded.
- Pursuant to Sections 7.4.1.1 and 7.4.2.1 of District Rule 2201, since the District no longer operates a federal offset equivalency system for NOx and VOC, all ATCs issued for new major sources or federal major modifications triggering offsets for NOx or VOC are required to provide ERCs that are surplus at time of ATC issuance for the full federal offset quantity as calculated in 40 CFR 51.165(a)(3)(ii)(J).

Please also be aware that according to District Rule 2201, Section 5.3, *Final Action*, the District will not be able to issue the final ATC permit(s) until the requirements of the California Environmental Quality Act (CEQA) have been fully satisfied by the Lead Agency.

Please note that this letter is not a permit and does not authorize you to proceed with your project. Final approval, if appropriate, will be in the form of an ATC permit after application processing is complete.

If you have any questions, please contact Mr. Nick Peirce at (209) 557-6400.

Sincerely,

Brian Clements
Director of Permit Services



Nick Peirce
Permit Services Manager

BC:rn



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: November 14, 2022

SUBJECT: Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a Global Street Sweeper from Terry Equipment Inc. Using the Sourcewell Purchasing Contract.

ATTACHMENTS: None

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to waive the City's formal bidding requirements and authorize purchasing a Global Street Sweeper from Terry Equipment Inc. using the Sourcewell Purchasing Contract for a total cost of \$494,147.36, including tax and freight.

EXECUTIVE SUMMARY

There are funds in this fiscal year's Fleet Renewal budget to purchase a replacement street sweeper for the Public Utilities Department Solid Waste Division. The existing equipment is scheduled to be replaced due to its age. The competitively bid price on the Sourcewell Purchasing Contract is \$494,147.36, including tax and freight, and the new compressed natural gas (CNG) sweeper meets emissions requirements.

The Sourcewell Purchasing contract, formerly the National Joint Powers Alliance (NJPA) contract, is a nationwide public procurement service that makes the governmental procurement process more efficient. All contracts available to participating members have been awarded by virtue of a public competitive procurement process compliant with state statutes.

BACKGROUND

The recommended vehicle is available through the Sourcewell Purchasing Contract which is competitively bid on a nationwide basis. The new CNG sweeper is manufactured by Global Environmental Products and will be replacing an existing Elgin CNG sweeper that will be moved from frontline operations. The Elgin sweeper will be kept in the City's fleet, but it will be replacing an older back-up diesel sweeper that is no longer emissions compliant.

FISCAL IMPACT

Funds were included in the 2022-2023 Fleet Renewal budget and the Solid Waste Street Sweeping section has accumulated the necessary funds in the fleet replacement account.

REASON FOR RECOMMENDATION

Sufficient replacement funds have been collected and the existing street sweeper is scheduled for replacement. Staff has evaluated the available equipment and it meets the needs of the Solid Waste Street Sweeping section of the Public Utilities Department. The proposed method of purchasing the equipment is cost effective and sufficient funds are available.

ACTIONS FOLLOWING APPROVAL

A purchase order will be prepared for the City Manager's approval and sent to the vendor.

Prepared by: Paul Armendariz, Assistant Public Utilities Director

Reviewed by: City Manager AA



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 14, 2022

SUBJECT: Consider Approval - Confirmation of City Manager's Appointment of Economic Development, Housing and Communications Director.

Staff: John Holt, City Manager

Recommendation: Approve

ATTACHMENTS: None.

CONFLICT OF INTEREST

None.

RECOMMENDATION

Consider confirmation of the City Manager's appointment of Chad McCollum as Economic Development, Housing and Communications Director effective November 16, 2022.

EXECUTIVE SUMMARY

The City Manager has appointed Chad McCollum as Economic Development, Housing and Communications Director effective November 16, 2022, subject to confirmation by the City Council.

BACKGROUND

Chad McCollum spent more than 20 years working in the private sector, most recently as the News Director of the joint KSEE 24/CBS47 television newsroom, before joining the City of Clovis. He has served as the Public Affairs and Information Supervisor/Manager since March of 2019. In his current position, he has excelled at building bridges between residents, media, business owners, City of Clovis employees, and various stakeholders through the use of the city websites, social media pages, and community events. He has shown an ability to successfully collaborate with multiple City departments, assisting them in their internal and external communication and outreach efforts. These efforts, and others, have prepared him for this appointment. In the relatively short three and one-half years Mr. McCollum has been with the City, he has demonstrated that he can successfully perform at a very high level commensurate to this position.

Based on this, the City Manager has determined that Mr. McCollum is well qualified and prepared for this position and has made the appointment as Director of Economic Development, Affordable Housing and Communications, subject to City Council confirmation, effective November 16, 2022.

FISCAL IMPACT

The City has budgeted sufficient funds for this position.

REASON FOR RECOMMENDATION

Pursuant to Clovis Municipal Code, Chapter 2.2.103, the City Council must confirm Department Director appointments made by the City Manager.

ACTIONS FOLLOWING APPROVAL

The City Manager will follow up with any appropriate action as directed by the City Council.

Prepared by: John Holt, City Manager

Reviewed by: City Manager *JH*



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Administration
 DATE: November 14, 2022
 SUBJECT: Consider Approval – Change of Council Meeting Schedule.

Staff: John Holt, City Manager

Recommendation: Approve

ATTACHMENTS: None.

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve the cancellation of the regular Council meeting scheduled for Monday, November 21, 2022.

EXECUTIVE SUMMARY

There is a need to change the schedule of meeting for the City Council in November. Staff is recommending that City Council cancel the meeting of November 21, 2022.

BACKGROUND

Staff is able to consolidate the agenda items to the first and second meetings in November. Staff is recommending that City Council consider canceling the meeting of November 21, 2022. Given adequate notice, staff will be able to amend the timing of actions coming forward so that operations will not be affected by the cancellations.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

Pursuant to the Clovis Municipal Code, the City Council meets in regular session on the first, second, and third Monday of each month, except when those Mondays occur on a recognized City holiday. The City Council needs to confirm any change to the schedule of meetings in order to properly notice the public of the City Council's schedule of meetings.

ACTIONS FOLLOWING APPROVAL

A revised schedule of meetings will be published in conformance with law.

Prepared by: Rebecca Simonian, Executive Assistant

Reviewed by: City Manager AK



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 14, 2022

SUBJECT: Consider various items associated with ±923 acres of property located north of Shepherd Avenue generally between Sunnyside Avenue and North Carson Avenue (Big Dry Creek Dam):

a. Consider Approval – Res. 22-____, a request authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group for the preparation of an Environmental Impact Report and related services.

b. Consider Approval – Res. 22-____, a request allowing for the preparation and submittal of an application to the Fresno County Local Agency Formation Commission to amend the City of Clovis Sphere of Influence to include ±923 acres.

Staff: McKencie Perez, Senior Planner

Recommendation: Approve

ATTACHMENTS: 1. Res. 22-____, Consultant Agreement
2. Res. 22-____, LAFCo Application Submittal

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff recommends that the City Council approve requests authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group (De Novo) for the preparation of an Environmental Impact Report (EIR) and related services, and for submittal of an application to the Fresno County Local Agency Formation Commission (LAFCo) to amend the City of Clovis Sphere of Influence (SOI) to include ±923 acres shown below in **Figure 1**.

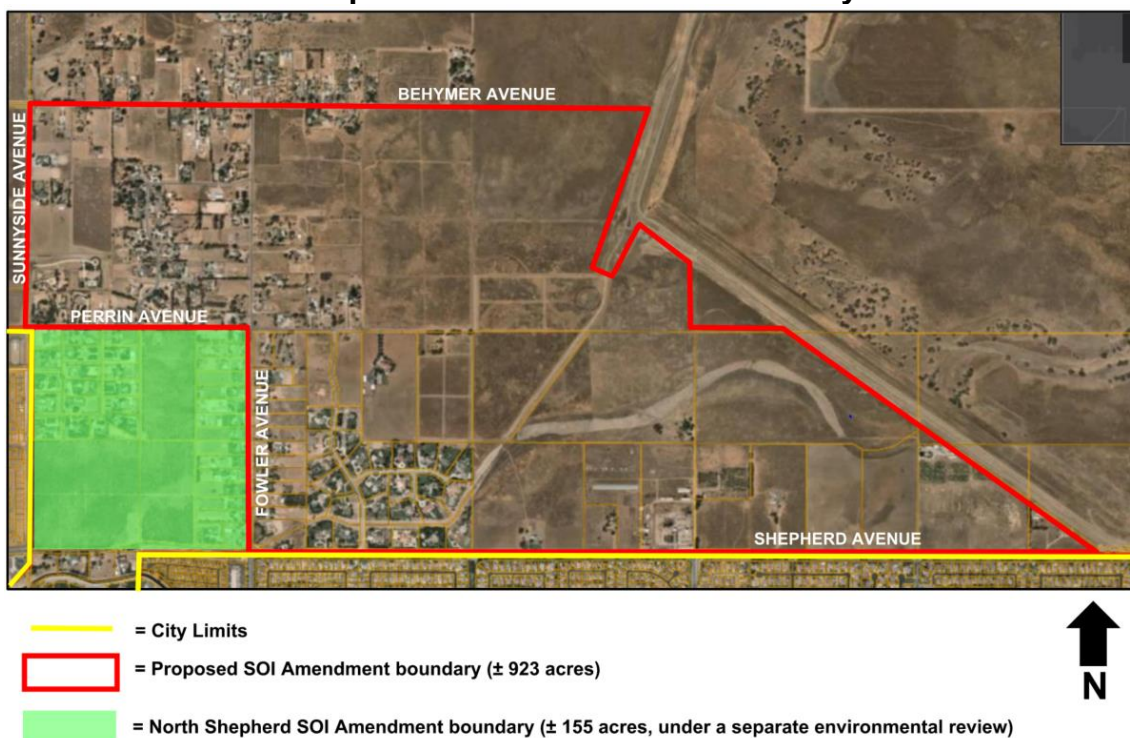
EXECUTIVE SUMMARY

In March of 2021, the City Council approved an EIR consultant contract and initiated a SOI amendment project for an area encompassing approximately 1,050 acres north of Shepherd between Sunnyside and Locan Avenues. On November 1, 2021, the City Council authorized staff and the applicant, Wilson Premier Homes, to amend the previous request of a 1,050-acre SOI amendment to reduce the area to ± 155 acres, bounded by Perrin Avenue on the north, Fowler Avenue on the east, Shepherd Avenue on the south, and Sunnyside Avenue on the west. This area is referred to as the North Shepherd SOI Amendment in **Figure 1**. This reduction was due to the identification of environmental constraints, in the area east of Fowler, that would have forced a delay to the overall project. The authorization allowed staff and the applicant to proceed with an agreement with De Novo for preparation of an EIR. The ± 155 -acre project is currently in process and preparation of the environmental analysis is underway.

Since the process on the ± 155 -acre SOI expansion project began, the applicant has had an opportunity to further evaluate the environmental constraints identified in 2021 and decided to move forward with the additional SOI amendment area. This area is ± 923 acres shown in **Figure 1**.

This staff report provides a summary of progress that has occurred, followed by a staff recommendation for Council approval of requests to allow the City to enter into an agreement with the EIR consultant and submit an application to LAFCo for the SOI amendment.

Figure 1
Proposed SOI Amendment Boundary



BACKGROUND

This section serves as a summary to the timeline of events related to the applicant's request and the proposed area of the request.

- **June 2016:** Staff received a request to allow urbanization of the subject property. Staff began an internal cursory evaluation of the request to identify potential challenges and issues that would require a more detailed evaluation to assess the feasibility of the SOI amendment.
- **June 2018:** Applicant's representative submitted a request for the Council to consider direction and to allow for staff to proceed with the SOI amendment process.
- **September 2018:** Staff presented the request to the City Council for consideration and sought direction. Council ultimately directed staff to continue exploring the feasibility and to report back to City Council with an update; however, no direction was given to formally proceed at this hearing.
- **March 2020:** Staff received direction from City Council to move forward and prepare environmental studies related to approximately 75 acres of land at the northeast corner of Shepherd and Sunnyside Avenues, and to include the neighborhood at the corner of Perrin and Sunnyside Avenues as part of the environmental review.
- **April 2020:** Following Council direction at the March 2, 2020, hearing, the applicant requested via email on April 20, 2020 that the project be placed on hold due to economic uncertainty in the housing industry as a result of COVID-19.
- **July 2020:** Applicant requested that staff continue the process and staff releases a request for proposal (RFP) for preparation of an EIR and related studies.
- **August 2020:** Following release of the RFP, the applicant requested a revision to the SOI boundary to include an additional 750 acres, for a total SOI amendment of 825 acres.
- **September 2020:** Staff received direction from City Council to move forward with the process of amending the Clovis SOI and conducting a neighborhood outreach meeting with property owners within the expanded SOI of ±1,050 acres.
- **November 2020:** Staff held a neighborhood meeting with property owners in and around the proposed SOI amendment boundary.
- **March 2021:** City Council considered and approved requests for the City to enter into a consultant agreement with De Novo for preparation of an EIR for amending the City's SOI by ±1,050 acres, and for preparation and submittal of an application to LAFCo.

- **November 2021:** City Council considered and approved requests to reduce the SOI amendment area from $\pm 1,050$ acres to ± 155 acres. Council authorized the City to enter into a consultant agreement with De Novo for preparation of an EIR and amending the City's SOI by ± 155 acres and for preparation and submittal of an application to LAFCo.
- **February 2022:** The City entered into an agreement with De Novo to prepare an EIR for the ± 155 -acre project boundary.
- **March 2022 to present:** Discussions began between staff and the applicant to enter into another agreement with De Novo for an SOI amendment to include ± 923 acres.

PROPOSAL AND ANALYSIS

This section provides an update on the status of the Project, as well as an update on the scope of the project. Pursuant to the Council's prior direction regarding public notice for matters related to this Project, staff provided notice of this meeting to approximately 1,100 property owners within and surrounding the ± 923 -acre SOI amendment boundary (including property owners within the Dry Creek Preserve).

Status of Project

The applicant and staff are currently working on the entitlements for the ± 155 -acre proposal. In recent months, the applicant has decided to move forward with a request for an additional amendment to the SOI to include ± 923 acres. The applicant has continued to evaluate the previously identified environmental constraints and has determined that a viable mitigation strategy is available. This proposal generally encompasses the same area previously considered by the Council. This item has been scheduled for consideration by the Council since this is a new amendment to the SOI boundary that would be processed separately from the ± 155 -acre proposal currently underway.

Consultant Agreement

The consultant agreement for the ± 155 -acre SOI was approved by the Council in November of 2021 and fully executed with De Novo in February of 2022. The current request for an SOI amendment of ± 923 acres will require a separate EIR prepared under a separate consultant agreement. However, staff and the applicant agreed that using De Novo for the new EIR was preferable based on the work they are already doing in the area and their familiarity with the required scope of work.

Environmental Impact Report & Cost Sharing

The Project will require the preparation of an EIR to assess the potential environmental impacts associated with an amendment to the City's SOI. The EIR will be prepared by De Novo's Principal/Co-founder, Steve McMurtry. Mr. McMurtry will serve as the primary point of contact and project manager. Mr. McMurtry has many years of experience preparing environmental analyses on similar projects. In addition, De Novo's transportation subconsultant, LSA Associates, has a local office and is a leading expert in assessing Vehicle Miles Traveled (VMT) – the new metric for assessing traffic impacts under the California Environmental Quality Act (CEQA). Ultimately, staff is confident De Novo continues to be the

most qualified for the preparation of the EIR. A full scope of work and budget for the project can be found in **Attachment 1A** to this staff report.

As part of the EIR process, water and sewer studies are initiated by City staff and are prepared using locally based consultants that currently prepare water and sewer studies. This results in greater efficiencies since the analyses will be prepared by consulting firms already familiar with the City's water and sewer infrastructure master plans.

The anticipated timeline for completion of the EIR is approximately 12 to 14 months. Upon completion, staff will return to Council for certification of the EIR and, if certified, would be a critical component to having a "complete" application with LAFCo.

The total consultant cost for completion of the EIR is \$482,619.50. This includes \$438,745.00 for the EIR plus a 10% contingency of \$43,874.50. The contingency amount is to cover unforeseen changes and/or overages throughout the contract at the direction of City staff, if needed. Further, water and sewer studies are anticipated at an additional \pm \$53,000. Although the water and sewer studies are typically initiated by the City, the cost is passed along to the applicant. Lastly, the City imposes an administrative cost for time associated with managing the EIR process which is 15% of the cost of the EIR. Thus, \$72,392.93 will be added to the cost of the EIR. In summary, the total cost of preparation of the EIR is \$555,012.43 (\$482,619.50 + \$72,392.93), plus an additional \pm \$53,000 for water and sewer studies.

While a majority of this cost will be borne by the applicant(s), staff is recommending that the City fund a small portion of the overall cost. This is due to the fact that the City receives some benefit of the applicant's request by analyzing areas outside the boundaries of the proposed development area. The inclusion of this area will help create a logical boundary for the adjusted SOI. In conjunction with the Council's previous action on this project, a City cost share in the amount of 12.6% of the total cost of the EIR was authorized. Staff is recommending that the same cost share be approved in conjunction with the current proposal.

While Wilson Premier Homes is the primary applicant, an additional property owner (Stone Valley Communities - Manny Penn) has elected to be part of the EIR for purposes of analyzing their property at a "project-level." Thus, a portion of the total EIR cost will be funded by Stone Valley Communities – Manny Penn. An agreement between the City and the applicant(s) will be prepared to memorialize the details of the cost-sharing.

Additional detail regarding the recommended cost sharing is provided in the "Fiscal Impact" section below.

LAFCo Application

Staff is recommending that Council adopt a resolution (**Attachment 2**) authorizing staff to submit an application to LAFCo for the amendment to the City's SOI. The purpose of submitting an application prior to completion of the EIR is for LAFCo to begin preparation of the Municipal Services Review (MSR) study concurrent with the environmental analysis. The MSR is a required component of the SOI amendment process and analyzes the City's ability

to serve the proposed area. The MSR analyzes public services including utilities and infrastructure, police, and fire to ensure sufficient capacity to serve the area generally within a 20 to 25-year period.

If staff's request is approved by Council, staff will begin preparation of and submittal of the LAFCo application, which would allow concurrent preparation of the MSR while the EIR is being prepared. This concurrence results in greater efficiency in the process and can save time. The proposed resolution also authorizes and directs staff to work with the applicant and other property owners within the affected area on the preparation of a master development plan ("master plan"). The General Plan requires the completion and adoption of a master plan before annexation and development can proceed within the Northeast Urban Center.

FISCAL IMPACT

As it relates to the immediate requests for Council consideration, as mentioned above, the City would bear a small portion of the overall cost of the EIR. Out of the total costs associated with the preparation of the EIR identified above, the City proposes to fund a total of \$96,431.57, which includes a portion (12.6%) of the EIR cost, as well as portions of the admin fee and water and sewer studies. Adequate resources are available through the City's General Plan Consultant funding.

	EIR Cost	Admin Fee (15%)	Water & Sewer Studies	Total
City of Clovis	\$60,810.06	\$9,121.51	\$26,500	\$96,431.57
Applicant(s)	\$421,809.44	\$63,271.42	\$26,500	\$511,580.86
Total	\$482,619.50	\$72,392.93	\$53,000	\$608,012.43

Beyond the City's portion of the total costs, the remaining expenses will be funded by Wilson Premier Homes and Stone Valley Communities – Manny Penn. The cost-sharing between these two parties will be incorporated into the owner agreements. All other fees related to the request, such as entitlement fees and/or LAFCo application fees would be paid for by the applicant(s).

As it relates to the fiscal impact of expanding the SOI in and of itself, the impact would be minimal at the time the SOI is modified. However, at the point of annexation, and subsequent development entitlements, an impact on the City's ability to provide services will be realized. The fiscal impacts on the City will be analyzed at the time of an annexation request for the subject property. It is likely that, as a component of either the SOI amendment and/or annexation, the tax-sharing memorandum of understanding (MOU) will need to be negotiated between the County of Fresno and the City.

REASON FOR RECOMMENDATION

Staff is seeking City Council authorization for the City to enter into an agreement with De Novo Planning Group for the preparation of an EIR related to the request to include ±923 acres in the City of Clovis SOI, and for staff preparation and submittal of an application to LAFCo. Authorization to proceed as requested would allow the preparation of technical

studies to begin gathering and assessing in greater detail the potential impacts of the expanded SOI.

ACTIONS FOLLOWING APPROVAL

If directed by City Council to proceed, the following will occur:

- Staff will finalize the consultant agreement with De Novo for the preparation of the EIR;
- Upon execution of the consultant agreement, a public EIR scoping meeting will occur providing another opportunity for public input;
- Staff will begin engaging with Fresno County staff for negotiating an amendment to the Memorandum of Understanding and Tax Sharing Agreement;
- Staff will prepare and submit an application to LAFCo so that the MSR can begin as the EIR is being prepared; and
- Staff will work with applicant on determining necessary entitlements (i.e., General Plan Amendment, Master Plan, Rezoning, Tract Maps, etc.).

Prepared by: McKencie Perez, Senior Planner

Reviewed by: City Manager *[Signature]*

RESOLUTION 22-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT AGREEMENT
WITH DE NOVO PLANNING GROUP FOR THE PREPARATION OF AN
ENVIRONMENTAL IMPACT REPORT AND RELATED SERVICES**

WHEREAS, a request from Wilson Premier Homes was received by the City of Clovis to amend the Clovis Sphere of Influence; and

WHEREAS, the City requires assistance from an external consulting firm to assist with the preparation of an Environmental Impact Report and related services for purposes of analyzing potential environmental effects, related to a request for a Sphere of Influence Amendment to include approximately 923 acres generally located north of Shepherd Avenue to Behymer Avenue, from Sunnyside Avenue to the Big Dry Creek Dam, pursuant to the California Environmental Quality Act; and

WHEREAS, De Novo Planning Group was selected to perform these services based on their substantial experience with the preparation of Environmental Impact Reports and technical studies for similar projects, their familiarity with the required scope of work, and their involvement on projects in the surrounding area.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis Council approves the consultant agreement with De Novo Planning Group attached hereto as **Attachment A** addressing the preparation of an Environmental Impact Report and related services, and authorizes the City Manager to execute the consultant agreement with De Novo Planning Group.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: November 14, 2022

Mayor

City Clerk

**CITY OF CLOVIS
CONSULTANT SERVICE AGREEMENT**

VISTA RANCH SPHERE OF INFLUENCE AMENDMENT

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and De Novo Planning Group, a California Corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on November 14, 2022 ("Effective Date").

RECITALS

- A. City desires to obtain planning and environmental study services ("Services") for the proposed Vista Ranch Sphere of Influence Amendment Project "(Project)" as more fully described in the Scope of Work for the Project (**Exhibit A**), and Budget for the Project (**Exhibit B**), which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A and B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement conflict with **Exhibits A or B**, the terms of this Agreement shall control. No contractual terms and/or conditions found in **Exhibits A or B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** The term of this Agreement shall commence on the Effective Date, and Consultant shall begin performing the Services on that date, unless otherwise instructed by City. The Services shall proceed in accordance with the Task Schedule set forth in **Exhibits A and B**, and Consultant shall continue with the Services until satisfactorily completed, as determined by City. The Task Schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the Task Schedule.
4. **Payment for Services.** City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit B**. The individual budget amounts for each task, and the cumulative budget totals, paid by City to Consultant shall not exceed the amounts set forth in **Exhibit B**. The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant

for Services satisfactorily performed pursuant to this Agreement.

Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and amounts expended to date, which shall reflect the City's initial deposit.

Consultant recognizes that the Project is being initiated by the development community, with the principal developer being Wilson Homes ("Developer"). City will be entering into a contract with Wilson Homes to fund most of the costs of the Services. Therefore, City's ability to pay Consultant for the Services will be dependent in substantial part on payment by the Developer.

After receipt of Consultant's monthly invoice, City shall apply funds from any Developer deposit made for the purposes of funding the Project and make payment to Consultant within thirty (30) days after receipt of invoice. If Developer funds on deposit are insufficient to cover the invoice, City shall take reasonable steps to ensure that payment to Consultant for its invoice is made to Consultant within sixty (60) days of submittal to the City; provided, however, the parties acknowledge and agree that payment to Consultant for the invoice shall not be due and payable from the City until such time as City has sufficient funds on deposit from Developer to pay such invoice amount.

Should the Developer decide to abandon the Project by not making further deposits to City, City and Developer will work cooperatively together to terminate the Services or otherwise negotiate amendments to this Agreement.

5. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards.

7. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports,

opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

13. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects or work for which Consultant's services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

14. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City Right to Employ Other Consultants. Unless **Exhibit A** specifically provides that the Services City

seeks pursuant to this Agreement are exclusive to Consultant, this Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit C**.

19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements

herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit D**.

26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to

enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

32. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

33. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 17 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Consultant to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Consultant. Consultant shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Consultant to take all necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Consultant fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT

CITY OF CLOVIS

By: _____

By: _____
John Holt, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Consultant

Company Name

Attn: Name

Title

Address

City, State

_____ [E-Mail Address]

_____ [Phone Number]

City of Clovis

Department Name

Attn: Name

Title

1033 Fifth Street

Clovis, CA 93612

_____ [E-Mail Address]

_____ [Phone Number]

ATTEST

Karey Cha, City Clerk

APPROVED AS TO FORM

Scott G. Cross, City Attorney

EXHIBIT A

SCOPE OF WORK

October 26, 2022

McKencie Perez, MPA, Senior Planner
City of Clovis -
Planning and Development Services
1033 Fifth Street
Clovis, CA 93612

SUBJECT: Proposal to prepare an Environmental Impact Report for the City of Clovis SOI Expansion/Vista Ranch Master Plan and Related Land Use Entitlements, Clovis, California.

Dear Ms. Perez,

We understand that the proposed Project is a 923-acre SOI expansion area, that is divided up into the 509-acre Vista Ranch Master Plan, a 25-acre Stone Valley Communities site, and a remaining 389 acres of land adjacent to these properties. We understand that property owners have requested a project-level of analysis on a portion of the proposed Project (Phase 1), and the remaining area (Phase 2) is intended to be analyzed at a program-level only at this time. We understand that the project area can be described as follows:

Project Area – Sphere of Influence Expansion to include the entire +/-923 acres Project Area, plus the Sunnyside and Behymer right-of-ways;

- +/-509-acre Vista Ranch Master Plan
 - +/-366 acres proposed by Wilson Premier Homes, Inc. (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, Master Plan Community Overlay District, and Planned Development Permit (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
 - +/-143 acres controlled by others (Program-level Analysis)– General Plan Amendment, Pre-zone, Annexation (this area may not be accessible by the property owners and will not have full field surveys);
- 25-acre Stone Valley Communities site (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Stone Valley Communities and will have full field surveys);
- +/-389-acre remainder (Program-level Analysis Only) – This area will not receive any entitlements other than to be included in the SOI Expansion (this area is not anticipated to be accessible and will not have full field surveys).

The enclosed proposal includes a scope, schedule, and budget necessary to cover the scope and budget. Speaking for the entire De Novo Team, we truly appreciate being considered for this project. We trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at 916-580-9818.

Sincerely,



Steve McMurtry, Principal
DE NOVO PLANNING GROUP, INC.

PROJECT APPROACH AND SCOPE OF WORK

PROJECT UNDERSTANDING

We understand that the Proposed Project is +/-923 acres, and that the entitlements being requested vary by area/property owner. We understand that the project area can be described as follows:

- Project Area – Sphere of Influence Expansion to include the entire +/-923 acres Project Area, plus the Sunnyside and Behymer right-of-ways;
 - +/-509-acre Vista Ranch Master Plan
 - +/-366 acres proposed by Wilson Premier Homes, Inc. (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, Master Plan Community Overlay District, and Planned Development Permit (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
 - +/-143 acres controlled by others (Program-level Analysis)– General Plan Amendment, Pre-zone, and Annexation (this area may not be accessible by the property owners and will not have full field surveys);
 - 25-acre Stone Valley Communities site (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Stone Valley Communities and will have full field surveys);
 - +/-389-acre remainder (Program-level Analysis Only) – This area will not receive any entitlements other than to be included in the SOI Expansion (this area is not anticipated to be accessible and will not have full field surveys).

TASK 1 – PROJECT KICKOFF, DATA COLLECTION, AND BACKGROUND INFO

Within one week of receipt of Notice to Proceed from the City, the De Novo team will have a conference call with City Staff to discuss the following:

- City preferences for point of contact, method of communication, meeting responsibilities, project updates, etc.,
- Collection of relevant background documents (adopted documents, reports, and studies), and
- Project deliverables.

TASK 2 –NOTICE OF PREPARATION AND SCOPING MEETING

De Novo will prepare an Initial Study and Notice of Preparation (NOP) in an administrative draft form for City staff to review. For the analysis, we will utilize the detailed project description

including text and graphics that has been provided to us by the project applicant. Comments received from City staff will be incorporated into the Initial Study and NOP for public distribution. De Novo will hand deliver the NOP with the proper notice to the State Clearinghouse for state review. De Novo will attend a public scoping meeting in coordination with City staff. We will present the findings from the Initial Study at the scoping meeting and collect comments from interested parties.

Deliverables:

- *One (1) electronic copy of the Admin Draft NOP with appendices, in MS Word and PDF format.*
- *One (1) CD of the Final NOP with appendices, in MS Word and PDF format.*
- *Ten (10) hard copies of the Final NOP with appendices.*

TASK 3 –PROJECT DESCRIPTION AND ALTERNATIVES

De Novo will prepare a Project Description to be used for the EIR. The Project Description will satisfy the requirements of CEQA, and include appropriate maps, figures, tables, and/or graphics. We will also develop up to three alternatives during this task, which will include the CEQA-Required No Project Alternative. We will work closely with the City on the Project Description and development of the Alternatives. We recommend that this Task we performed as one of the first orders of business, and that we utilize the deliverable in the NOP (Task 2).

Deliverables:

- *One (1) electronic copy of the Project Description and Alternatives, in MS Word format.*

TASK 4 –TECHNICAL STUDIES

This task includes preparation of technical studies to support the environmental analysis and to serve as substantial evidence for the findings pursuant to CEQA Guidelines. This task will include the following technical studies:

- Air Quality and Greenhouse Gas Emissions (De Novo Planning Group)
- Biological Resources (De Novo Planning Group for the Stone Valley project site, and ECORP Consulting for the Wilson Premier Homes, Inc. project site)
- Cultural Resources (Peak & Associates for the Stone Valley project site, and ECORP Consulting for the Wilson Premier Homes, Inc. project site)
- Noise (MD Acoustics)
- Transportation Impact Study (assumes VMT and LOS analysis) (LSA & Associates)

Deliverables:

- *One (1) electronic copy of each technical study, in MS Word and PDF format.*

TASK 5 PREPARE AN ADMINISTRATIVE DRAFT EIR

De Novo will prepare the Draft EIR for the project in an administrative draft form for City staff to review. The EIR will be intended to provide the information and environmental analysis necessary to assist public agency decision-makers in considering approval of the project. The EIR will incorporate the technical studies identified under Task 4, as well as the Project Description and Alternatives identified in Task 3.

The EIR is anticipated to be a project-level and program-level EIR. The project-level analysis will be limited to the 366-acre Vista Ranch Master Plan site, and the 25-acre Stone Valley Communities site. Approximately 143 acres within the Vista Ranch Master Plan site and the remaining 389 acres will not be analyzed at a project-level. The program-level analysis will cover the entire 923-acre SOI Expansion Area. The program-level analysis assumes that the land uses within this area will remain the same as what is currently approved within the General Plan, with the exception of the Vista Ranch Master Plan and Stone Valley Communities site.

The Draft EIR will consider all potential environmental effects of the project to determine the level of significance and will analyze these potential effects to the detail necessary to make these determinations on significance. Each section will include GIS graphics and figures to create an easy to comprehend document that is user-friendly. The detailed technical scope follows.

Deliverables:

- *One (1) electronic copy of the Administrative Draft EIR with appendices, in MS Word and PDF format.*

Technical Scope for Draft EIR:

The Draft EIR will consist of the following sections:

EXECUTIVE SUMMARY

This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures. The intent of this section is to provide the City and the public with a simple and easy to understand overview of the project and related issues, which will be analyzed and discussed much more thoroughly in the contents of the EIR.

INTRODUCTION

The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

PROJECT DESCRIPTION

The Project Description section will consist of a detailed description of the project, including the proposed actions, the project goals and objectives, and the relationship of the project to other regional plans and projects. This section will also present the City's and other agency involvement in the project, and the use of the EIR by other agencies, including permits and

approvals. This section will be consistent with the requirements of State CEQA Guidelines Section 15124.

ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

The Environmental Setting, Impacts, and Mitigation Measures section will present a detailed discussion of each individual environmental topic. Each discussion will include the following:

- An environmental setting and environmental baseline conditions (including figures and GIS graphics);
- The applicable local, state, and federal regulatory setting;
- The threshold of significance used for each impact determination;
- The methodology used for conducting the environmental analysis and making significance determinations;
- An analysis of all identified direct and indirect impacts associated with project;
- An analysis of the cumulative impacts associated with the project;
- Identification of mitigation measures to reduce impacts; and
- A determination of the significance of each impact after mitigation.

De Novo will work closely with City staff to formulate the appropriate mitigation measure language and timing that is appropriate for inclusion in the EIR. Each EIR section will be organized concisely for ease of use and future reference.

AESTHETICS/VISUAL RESOURCES

This section will identify applicable General Plan policies that protect the visual values located along public roadways and surrounding land uses, and will also address the potential for the project to substantially impair the visual character of the project vicinity. The analysis will address the proposed design and landscaping plans developed by the applicant and provide a narrative description of the anticipated changes to the visual characteristics of the project area as a result of project implementation and the conversion of the existing on-site land uses to an urbanized use. If architectural renderings are available for the proposed project, we will compare and contrast design elements to existing architecture and design standards in the city. The analysis will also address potential impacts associated with light spillage onto adjacent properties during nighttime activities. This section of the EIR will provide a discussion of viewsheds, proximity to scenic roadways and scenic vistas, existing lighting standards, an impact analysis, and recommendations for mitigating potentially significant impacts. (Note: Visual simulations are not included in this scope, but can be added upon request.)

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on aesthetics/visual resources.

AGRICULTURAL RESOURCES

This section will describe the character of the region's agricultural lands, including maps of prime farmlands, other important farmland classifications, and protected farmland (including Williamson Act contracts). The County Agricultural Commissioner's Office and the State Department of Conservation will be consulted and their respective plans, policies, laws, and regulations affecting agricultural lands will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to offset the loss of agricultural lands and Williamson Act cancellations as a result of project implementation. Mitigation will be developed as feasible.

AIR QUALITY

This section will incorporate the Air Quality Study prepared by De Novo. It is noted that the project site is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The project may result in short-term construction-related emissions and long-term operational emissions, primarily attributable to emissions from vehicle trips and potentially from industrial sources. We will consult with the SJVAPCD regarding the project's potential to cause impacts, and the applicability of the SJVAPCD's Rules and Regulations. The Air Quality analysis will include the following:

- Regional air quality and local air quality in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.
- Short-term (i.e., construction) increases in regional criteria air pollutants will be quantitatively assessed. The ARB-approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with the construction of the proposed project.
- Long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area source, mobile sources, and stationary sources. The ARB-approved CalEEMod computer model will be used to estimate emissions associated with the proposed project. Exposure to odorous or toxic air contaminants will be assessed through a screening method as recommended by the SJVAPCB.
- Local mobile-source CO concentrations will be assessed through a CO screening method as recommended by the SJVAPCD. Mobile source CO concentrations are modeled for signalized intersections expected to operate at unacceptable levels of service (i.e., LOS E or worse). If the screening method indicates that modeling is necessary, upon review of the traffic analysis, CO concentrations will be modeled using the Caltrans-approved CALINE4 computer model.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

BIOLOGICAL RESOURCES

This section will incorporate the Biological Study prepared using technical studies prepared by De Novo and ECORP under Task 4. This will also include a peer review of the technical studies prior to their inclusion in this chapter. The scope of the biological study is as follows:

- **Records Search:** This will include various biological database searches, including a search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, the California Wildlife-Habitat Relationships database, and the United States Fish and Wildlife Service's list of special-status species with potential to occur in the region.
- **Field Survey:** The timing of the biological survey should coincide with the flowering season (Spring March-May) so the survey would be considered a protocol level plant survey. We understand that some of the study area has had extensive biological field surveys performed, including the swales or drainages. The field survey for the project area will be a habitat assessment, and is not intended to be a protocol level wildlife survey or wetland delineation needed to facilitate regulatory permitting. It may be determined during the habitat assessment and records search, that a protocol level survey and/or wetland delineation are warranted, which can be added to the scope upon request.

(Note: No field surveys will be performed on the 143 acres within the Vista Ranch Master Plan site that is not being analyzed at a project-level. Additionally, the remaining 389 acres outside the Vista Ranch Master Plan will not receive field surveys. We anticipate a windshield survey from the public right-of-way, as well as aerial and map reviews to be performed in this area.)

- **EIR Section/Reporting:** This EIR section will present the regulatory setting, including a summary of all relevant federal, state, and local laws and regulations that apply to the protection of biological resources, and will provide an analysis including the methodology, thresholds of significance, and a summary of local biological resources, including descriptions and mapping of plant communities, the associated plant and wildlife species, and sensitive biological resources known to occur, or with the potential to occur in the project vicinity. The biological resources analysis will conclude with a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented in order to reduce impacts on biological resources and to ensure compliance with the federal and state regulations.

CULTURAL RESOURCES

This section will incorporate the Cultural Study prepared by Peak Associates under Task 4. This section will also include a peer review of a Cultural Study prepared by ECORP, and incorporation of that study into the EIR. The scope of this section is as follows:

- A record search will be conducted through the South San Joaquin Valley Information center of the California Historical Resources Information System to identify previous surveys and recorded sites in or within 0.125 miles of the Development Area and SOI Expansion Area.
- Research will be undertaken on the SOI Expansion Area utilizing all available sources to identify potential cultural resources concerns. Sources include old County maps, regional maps, topographic maps, County histories and other resources, most of which are available in our office or through on-line sources. This review will allow for the identification of potential prehistoric period site location, historic buildings and structures, historic sites, and associations with important people and events, wherever possible.
- The 25-acre Stone Valley Communities site will be field surveyed by Peak, using complete coverage. Any sites found in the field will be recorded and photographed. Site forms will be completed for each prehistoric and historic site located in the survey. Sites will be analyzed for their significance to the degree possible from surface evidence.
- The 366-acre Vista Ranch Master Plan site will be surveyed by ECORP under a separate contract. The technical report will be provided to our team and will be peer reviewed by Peak.
- The 143 acres within the Vista Ranch Master Plan site and the remaining 389 acres within the SOI Expansion Area will not be field surveyed.
- A technical report will be prepared for the SOI research. The report will also include maps in a confidential appendix showing sites or potential sites of concern.
- We will participate in addressing project comments regarding cultural features in the Project Area.

This EIR section will include a full discussion of any cultural or historical resources found during the site investigations and a comprehensive mitigation plan to address any potentially significant impacts identified.

GEOLOGY AND SOILS

The De Novo team will prepare a geohazards evaluation of the project site. The scope of work will include the following:

- Review published documents, geologic maps and other geological and geotechnical literature pertaining to the site and surrounding area to aid in evaluating geologic resources and geologic hazards that may be present.

- Review documents provided by the project applicant(s). Potentially useful documents may include geotechnical, geologic, and environmental reports, site plans, plot plans, and correspondence with regulatory agencies.
- Review aerial photographs of the site to aid in evaluating geologic hazards that may be present.
- Perform a site reconnaissance to observe the site and features of interest identified during the literature and air photo evaluations.
- Prepare a geohazards evaluation to address soils, geology, and seismicity issues.
- Propose mitigations, as applicable, to address identified impacts.

The work for this section will include a description of the applicable regulatory setting, a description of the existing geologic and soils conditions on and around the project site, an evaluation of geologic hazards at the project site, a description of the nature and general characteristics of the subsurface conditions within the project site, and the provision of findings and potential mitigation strategies to address any geotechnical concerns or potential hazards. The geohazards evaluation is sufficient for use in the EIR, but building, improvements, and grading plans/permits will ultimately require a design-level geotechnical report with borings and soil testing to be prepared, which is not included in this scope.

GREENHOUSE GASES AND CLIMATE CHANGE

This section will incorporate the Air Quality Study prepared by De Novo. De Novo will prepare a Green House Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and The Global Warming Solutions Act of 2006 (AB 32). The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. This analysis will consider a regional approach toward determining whether GHG emissions are significant, and will present mitigation measures to reduce impacts. The discussion and analysis will include quantification of GHGs generated by the project using ARB-approved CalEEMod computer model as well as a qualitative discussion of the project's consistency with any applicable state and local plans to reduce the impacts of climate change. The De Novo team will work with City staff to implement a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with greenhouse gas emissions.

HAZARDS/HAZARDOUS MATERIALS

The De Novo team will prepare an environmental hazards evaluation in accordance with accepted guidelines for the preparation of an EIR. The environmental hazards evaluation will include a review of hazardous site databases (i.e. California Environmental Protection Agency's (Cal EPA) Cortese List, the Department of Toxic Substances Control Envirostor database, the State Water Resources Control Board Geotracker database, Cal-EPA's CAL-SITES Abandoned Site Program Information System (ASPIS) database, and others that are deemed relevant). We will perform a site reconnaissance to observe the site and areas of potential interest. Based on the findings in the evaluation, we will propose mitigations, as applicable, to address identified impacts. This section of the EIR will present the methodology, thresholds of significance, impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts, as applicable. (Note: The environmental hazards evaluation is not a Phase 1 ESA for purposes of real estate transaction or financing.)

HYDROLOGY/WATER QUALITY

This section of the EIR will present the existing FEMA flood zones, levee protection improvements, reclamation districts, SB5 requirements including 200-year flood mapping (if available), and risk of flooding on the project site and general vicinity. We will consult with the applicable reclamation district if needed. We will review the drainage study/calculations, and improvement plans prepared by the applicant's engineer for the proposed project if available. We will summarize onsite hydrology and hydraulic calculations (if available from applicant's engineer) under existing and proposed conditions. Some of the specific items to be reviewed include: land use classification; acreage calculations; runoff coefficients; time of concentration; and methodology. Calculations will be reviewed for reasonableness and consistency with the site plan and with the City's master plans.

We will also review the project plans and other existing information to evaluate the potential construction and operational impacts of the proposed project on water quality. We will describe the surface drainage patterns of the project area and adjoining areas based on the drainage study/calculations, and improvement plans; and identify surface water quality in the project area based on existing and available data. We will identify 303D listed impaired water bodies in the vicinity of the project site. Conformity of the proposed project to water quality regulations will also be discussed. Mitigation measures will be developed to incorporate Best Management Practices (BMPs), consistent with the requirements of the Central Valley Regional Water Quality Control Board (CVRWQCB) to reduce the potential for site runoff.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with hydrology and water quality.

LAND USE PLANNING

This section will include a detailed discussion of the project entitlements as it relates to the existing General Plan, Zoning Code, and other local regulations. We will discuss and map the existing and planned land uses and the character of the region. The local, regional, state, and federal jurisdictions potentially affected by the project will be identified, as well as their respective plans, policies, laws, and regulations (including zoning), and potentially sensitive land uses. We will evaluate the proposed project for consistency the General Plan, the Zoning Ordinance, and other local planning documents. Planned development and land use trends in the region will be identified based on currently available plans. Reasonably foreseeable future development projects within the region will be noted, and the potential land use impacts associated with the project will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to ensure consistency with the existing and planned land uses.

MINERAL RESOURCES

This section of the EIR will include a detailed discussion of the mineral resources documented on the project site and in the vicinity, Mineral Resource Zone mapping, history of mining in the region and vicinity, and local, state, and federal policies related to mineral resources and mining. This section will provide an analysis including the thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented. It is anticipated that mineral resources may be determined to be less than significant in the Initial Study and may not require a full EIR section. In this event, we will include a discussion of the findings from the Initial Study in a separate section of the EIR that presents environmental topics that were found to be less than significant in the Initial Study.

NOISE

This section will incorporate the Noise Study prepared by MD Acoustics under Task 4. The section includes a programmatic level analysis for the entire 923 acres, with a project-level analysis for the 366-acres within the Vista Ranch Master Plan Area and 25-acre Stone Valley Communities site. The scope of the noise study is as follows:

- Background Review and Baseline Conditions
 - Review relevant project and site background information, base graphics showing the site vicinity, the proposed project and adjacent land uses.
 - Discuss with the Client and the Lead Agency project details including, the Technical Noise and Vibration Study approach, the existence of any known noise producers that could impact the study areas that need to be addressed within the technical study and the best locations for noise measurements.

- Visit the project site and perform up to seven (7) 15-minute noise measurements (short-term) throughout the Plan Area and document baseline conditions.
- Construction Noise and Vibration
 - Evaluate the potential for construction noise impacts at the Project Level and at the Programmatic Level; determine if they are likely to exceed applicable City standards at sensitive receptors; and recommend mitigation measures to help reduce impacts to sensitive receptors, if necessary.
 - Evaluate the potential for ground borne vibration impacts at the Project Level and the Programmatic Level; determine if they are likely to result in vibration damage or annoyance or exceed applicable City standards at sensitive receptors; and recommend mitigation measures to help reduce impacts to sensitive receptors, if necessary.
- Traffic Noise
 - Calculate existing and existing plus project traffic noise levels at the Project Level and at the Programmatic Level using FHWA modeling techniques.
 - Model future traffic noise levels associated with roadways at the Project Level and at the Programmatic Level to determine possible traffic impacts to future residential land uses.
- Operational Noise
 - Qualitatively discuss any potential operational noise impacts from noise generating land uses to at the Project Level and Programmatic Level in light of the City's noise ordinance.
- Technical Noise and Vibration Report/CEQA Checklist Analysis
 - Provide a Project Level and Programmatic Level noise study.
- Meetings
 - Attend up to two (2) City meetings (via conference call) during the Technical Noise Study process.
 - Note: If in person meetings are required, MD will bill on a T&M basis per schedule outlined in Exhibit A.
- Response to Comments
 - Provide up to two (2) sets of response to comments and one set of combined client/agency comments for each of the individual project specific noise impact analyses.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with noise.

POPULATION AND HOUSING

This section will begin with a detailed discussion of existing population and housing trends within the city. Relevant policies related to the location and intensity of housing development and population growth will be summarized and addressed. We will utilize the Housing Element to identify housing supply, and future availability of housing within the City. Potential impacts

related to the existing housing supply and the future availability of housing will be addressed. This section will include population growth and housing unit forecasts associated with full buildout of the proposed project and General Plan. It is anticipated that population and housing will be determined to be less than significant in the Initial Study and may not require a full EIR section. Growth inducing impacts will be discussed in the EIR section 4.0 Other CEQA Sections.

PUBLIC SERVICES/RECREATION

Implementation of the project has the potential to result in impacts to the public services and recreation. Specifically, implementation of the project may result in a significant increase in demand for public services and recreation in the project area and may result in level of service impacts to police, fire, and emergency service providers, as well as park and open space facilities.

We will contact public service and recreation providers in order to determine existing service levels in the project areas. This would include documentation regarding existing staff levels, equipment and facilities, current service capacity, existing service boundaries, and planned service expansions. We will review master plans from such public service and recreation providers. We will describe City policies, programs, and standards associated with the provision of public services and utilities.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented reduce impacts associated with public services and recreation.

TRANSPORTATION AND CIRCULATION

This section will incorporate the Transportation Impact Analysis (TIA) prepared by LSA Associates. The scope of the TIA is as follows:

Project Understanding and Approach: Based on our review of the City's Request for Proposals and LSA's knowledge of the local interest in the proposed Project, LSA understands that the City of Clovis is seeking to prepare a comprehensive and robust EIR to satisfy the requirements of CEQA. As part of the EIR, LSA will be preparing a TIA to satisfy requirements of CEQA. The TIA scope of work includes a program-level analysis of expanding the City's SOI by approximately 923 acres with a project-level analysis covering 366 acres of the Vista Ranch Master Plan and the 25-acre Stone Valley Communities site, plus the Sunnyside and Behymer right-of-ways. The remaining 143 acres within the Vista Ranch Master Plan and 389 acres outside the Master Plan will be analyzed under a program-level. The proposed Project would include an SOI amendment, GPA, Master Plan Community Overlay, Planned Development Permit, annexation into the City, pre-zone, tract map approval, and residential site plan review. The following provides a summary of the proposed Project.

- Project Area – Sphere of Influence Expansion to include the entire +/-923 acres Project Area, plus the Sunnyside and Behymer right-of-ways;
 - +/-509-acre Vista Ranch Master Plan

- +/-366 acres proposed by Wilson Premier Homes, Inc. (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, Master Plan Community Overlay District, and Planned Development Permit (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
- +/-143 acres controlled by others (Program-level Analysis)– General Plan Amendment, Pre-zone, and Annexation (this area may not be accessible by the property owners and will not have full field surveys);
- 25-acre Stone Valley Communities site (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Stone Valley Communities and will have full field surveys);
- +/-389-acre remainder (Program-level Analysis Only) – This area will not receive any entitlements other than to be included in the SOI Expansion (this area is not anticipated to be accessible and will not have full field surveys).

For purposes of this analysis, it has been assumed that those areas to be analyzed at a project-level are considered as Phase 1 while the areas not analyzed at a project-level are considered under Phase 2. Additionally, Phase 1 will be developed in two sub-phases, with the first sub-phase (Phase 1A) includes the 366 acres in the Vista Ranch Master Plan Area, and the second sub-phase (Phase 1B) includes the 25 ac Stone Valley Communities site. The TIA will include a CEQA Vehicle Miles Traveled (VMT) analysis and a Local Transportation Analysis (LTA). The VMT analysis will include a separate project level VMT analysis for Sub-phase 1A and 1B, and a plan level VMT analysis for Phase 2. For purposes of the LTA, Sub-phases 1A and 1B will be separately evaluated to identify potential circulation improvements required for each sub-phase under Phase 1.

TASK 1: PROJECT ALTERNATIVES ANALYSIS Based on our understanding of the project; the project applicant intends to evaluate land use options that will provide the greatest benefits to the local community while having the lowest environmental impacts. The ultimate goal will be to identify a project alternative that will be self-sustainable while reducing project related vehicle miles traveled (VMT) and greenhouse gas emissions (GHG). As part of this project, LSA will evaluate up to four land use alternatives at a plan level for the entire 923-acre site. The evaluation will be conducted using the Fresno COG Activity Based Model (ABM) in consultation with Fresno COG staff.

TASK 2: TRANSPORTATION IMPACT ANALYSIS - The proposed development is anticipated to include a project-level analysis for Phase 1, and a program-level analysis of Phase 2. Therefore, this scope of work takes into consideration both the project-level analysis (Phase 1) and the program-level analysis (Phase 2) for preparation of the Transportation Impact Analysis (TIA). Additionally, the Phase 1 will be developed in two sub-phases as described under the project understanding above.

For the purpose of developing this scope of work, the Interim Transportation Analysis Guidelines (dated July 2020) have been used. The Interim TIA guidelines require a TIA for projects in Clovis to include a VMT analysis (to fulfil CEQA requirements), as well as a Local Transportation Analysis (LTA). Based on the Interim TIA guidelines, the following scope of work has been prepared:

- *Project Sub-phases 1A & 1B VMT Analysis.* It is our understanding that the Sub-phases 1A & 1B development of the project will require a project level analysis. The VMT analysis will calculate the project-generated VMT per capita using the Fresno Council of Governments (COG) Activity-Based Model (ABM). This will be compared to Fresno County's per-capita VMT. Per the City's guidelines, a significant project-generated VMT impact would occur if the Project's VMT per capita exceeds 13 percent below the existing countywide average. In the case of a significant VMT impact, appropriate mitigation measures to offset the VMT impacts will be recommended based on discussion with City staff.
- *Project Phase 2 VMT Analysis.* It is our understanding that the Phase 2 development of the project will require a program-level analysis. As such, the combination of Phase 1 and Phase 2 needs to be evaluated as a master plan or a specific plan. The corresponding VMT analysis needs to be prepared considering the entire project as a "plan". The City's current Interim TIA guidelines do not include any specific guidance for evaluating plans. Therefore, for purposes of this analysis, the "plan" level VMT analysis can be prepared following the Fresno COG VMT guidelines. As such, LSA will discuss with City staff the most appropriate approach prior to preparation of the VMT analysis for the "plan".
- *Local Transportation Analysis.* The LTA for the proposed Project will be prepared to meet the requirements established by the City of Clovis and Caltrans. The LTA will include analysis of both Phase 1 (project-level analysis) and Phase 2 (program-level analysis). It is our understanding that that Phase 2 of the project will not require any General Plan amendment or zone change. Therefore, traffic generated from a portion of Phase 2 of the project is already analyzed in the General Plan. As such, no additional traffic will be generated from Phase 2 compared to what has already been evaluated in the General Plan. Thus, the Phase 2 analysis needs to evaluate intersections and roadway segments in and around the Phase 2 study area to determine roadway and intersection design within the project area. The scope of work for this LTA has been prepared based on this understanding of the project.

The primary objective of the analysis will be to study and determine the potential traffic operational issues on the circulation system in the vicinity of the Project site as a result of the proposed Project. The LTA will address existing traffic conditions, future traffic forecasts, and Project-related operational deficiencies and improvements, and will be prepared for submittal to the City and Caltrans.

As stated earlier, the proposed Project will require a GPA. Therefore, based on the City's Interim TIA guidelines, the following seven scenarios will be analyzed:

1. Existing Conditions;

2. Existing Plus Project Conditions;
3. Near-Term Plus Project (Sub-phase 1A) Conditions;
4. Near-Term Plus Project (Sub-phase 1B) Conditions;
5. Near-Term Plus Project (Sub-phase 1A and 1B) Conditions;
6. Cumulative Year 2040 Without Project Conditions; and
7. Cumulative Year 2040 Plus Project (Sub-phase 1A, 1B, and Phase 2) Conditions.

Traffic conditions will be examined for the weekday a.m. and p.m. peak-hour conditions for study intersections. The a.m. peak hour is defined as the 1 hour of highest traffic volumes occurring between 7:00 a.m. and 9:00 a.m. The p.m. peak hour is the 1 hour of highest traffic volumes occurring between 4:00 p.m. and 6:00 p.m.

Specific tasks to be performed during the preparation of the LTA are as follows:

- Scoping Agreement Memorandum. Prior to preparation of the LTA, LSA will prepare a scoping agreement memorandum for submittal to the City's Traffic Engineering Manager. This will enable the scope of work to be finalized at the outset of the Project. Weekday a.m. and p.m. peak-hour trip generation for the proposed Project will be developed using rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition) or other source approved by the City. Actual methodology for preparation of the trip generation and distribution will be developed in consultation with City staff. Upon completion of the memorandum, LSA will submit the analysis to the City to determine the scope for the LTA.
- Coordination with City Staff. Prior to preparation of the traffic study, LSA will consult with City staff to achieve the following:
 - Determine the appropriate study area.
 - Verify study area boundaries and analysis intersections.
 - Determine the appropriate near-term and cumulative conditions to be examined in the traffic analysis.
 - Verify the acceptability of traffic analysis assumptions, such as the a.m. and p.m. peak hours, Project trip generation, and trip distribution patterns.
 - Obtain information regarding the extension of Sunnyside Avenue and the proposed improvements at the intersection of Fowler Avenue/Shepherd Avenue.
 - Identify any other traffic issues that will need to be addressed in the study.
 - Per the City's TIA guidelines, the LTA study area must include the following:
 - Pedestrian, bicycle, and transit facilities within 0.5 mile from the Project site boundary;
 - All intersections that would provide direct access to the Project site;
 - All signalized intersections within 0.5 mile of the Project site boundary where the Project would add 50 or more peak-hour trips, and signalized intersections beyond 0.5 mile where the Project would add 100 or more peak-hour trips;

- All unsignalized intersections within 0.5 mile of the Project site boundary where the project would add more than 50 peak-hour trips;
- All freeway ramp intersections where a project would add 50 or more peak-hour trips.

For the purposes of this scope, LSA anticipates that the traffic analysis will examine 50 intersections, including the Project driveways, and 50 roadway segments. Prior to initiation of the LTA, LSA will prepare a detailed scoping letter for submittal to the City that shows the Project trip generation, distribution, and assignment of Project trips. The scoping letter will identify the final study area based on the Project trip distribution and assignment.

In addition, it is assumed that up to 40 approved and pending projects will need to be included in the analysis. It is also assumed that the City will provide the list of approved and pending projects before the analysis is started. It should be noted that the traffic scoping letter will also be submitted to the County of Fresno, City of Fresno and Caltrans for their review and approval. If City staff or these jurisdictions require additional intersections, projects, or operational issues that are not covered in this scope, it may be necessary to adjust the scope of work and budget.

- Data Collection & Site Visit. The following data will be required to prepare the traffic analysis for the proposed Project:
 - Site Visit. LSA staff will visit the Project site and gather information about lane geometrics, signal timing, signal phasing, roadway widths, etc.
 - Existing Intersection Traffic Counts. Existing intersection turn volumes for the a.m. and p.m. peak periods will need to be collected at all study intersections. Due to the current constraints on collecting new traffic counts, LSA will contact counters to evaluate the option of gathering historic count data at all study intersections. The methodology of developing existing (2021) traffic count data will be finalized in consultation with City staff.
 - Information on Cumulative Projects. LSA will contact the City's Planning and Development Department to obtain information about approved or pending projects in the vicinity of the proposed Project so that traffic generated by those projects may be incorporated into the LTA.
 - Existing Traffic Conditions. Existing a.m. and p.m. peak-hour traffic conditions and LOS will be assessed for the intersections identified for examination. Intersection LOS will be calculated using the appropriate Highway Capacity Manual, 6th Edition (HCM 6) analysis methodologies using Synchro 10 software. Per the City's TIA guidelines, roadway segment LOS shall be determined using Florida tables.
- Project Trip Characteristics and Changes to Traffic Patterns. Weekday a.m. and p.m. peak-hour trip generation for the Project will be developed using rates from the ITE Trip Generation Manual (10th Edition) or other source approved by the City. Actual methodology for preparation of the trip generation and distribution will be developed in consultation with City staff. Project trips will be distributed based on select zone runs developed using the Fresno COG's ABM and in consultation with City staff. Separate

- select zone runs will be developed for Sub-phase 1A (366 acres), 1B (25 acres), and Phase 2 (532.35 acres). Because Phase 2 of the project includes 532.35 acres, LSA proposes to create up to 5 new TAZs to develop the trip distribution and assignment under Phase 2. This will also help in determining trip interactions and internal capture within the project site. The Project trip assignment at study intersections will be obtained by multiplying the Project trip distributions at the intersections with the Project trip generation.
- Existing, Near-Term, and Cumulative Year 2040 with Project Traffic Conditions. Effects of the Project on traffic will be evaluated by adding the Project trip assignment to the corresponding without Project conditions. The resulting intersection and roadway segment LOS for each scenario will be calculated using the previously discussed methodologies.
 - Analysis of Traffic Operations and Recommended Circulation Improvements. Intersection and roadway segment LOS without the Project will be compared to the intersection and roadway segment LOS with the Project for each of the analysis scenarios to determine operational deficiencies. Furthermore, necessary improvements will be recommended to offset these deficiencies. Improvements may include intersection turn lanes, signalization, and segment lane additions. The LOS with the proposed improvements will be calculated and summarized, along with a comparison of the LOS without improvements.
 - Signal Warrant Analysis. Peak-hour approach volumes for the study intersections will be examined to determine whether signalization may be warranted at an unsignalized study intersection per the criteria defined in the California supplement of the Manual on Uniform Traffic Control Devices (CA-MUTCD).
 - Intersection Queuing Analysis. Per the City's TIA guidelines, an intersection queuing analysis is required to be conducted at all study area intersections. The queuing analysis will be prepared using Synchro for signalized intersections and SimTraffic for unsignalized intersections. Improvements will be recommended if queuing deficiencies are observed at study intersections.
 - Regional Transportation Mitigation Fee (RTMF)/Fair-Share Contributions. LSA will evaluate whether the recommended improvements identified in the LTA are included as part of the Fresno COG RTMF program or any other fee program. If it is determined that the improvement is not covered through any such fee program, the Project's fair-share cost contribution will be calculated based on Project traffic as a percentage of total growth from existing to cumulative year 2040 conditions.
 - Site Access and Circulation Analysis. The City's TIA guidelines require a detailed site access and circulation analysis to be included in the TIA to address safe and acceptable traffic operations. For purposes of this scope, LSA will evaluate intersection sight distance, location and distance of proposed primary access points from nearby intersections, pedestrian paths of travel, and other issues after discussions with City staff for the project level analysis of Phases 1A and 1B.
 - LTA: Freeway Ramp Queuing Analysis. Caltrans has been requesting freeway ramp queuing analysis at interchanges that would be influenced by the project to identify

potential traffic safety impacts. The evaluation of safety impacts will include a review for speed differential between the exit ramps queue and the mainline of the freeway during the same peak hour study period. The analysis will be performed as per the Caltrans *Interim Land Development and Intergovernmental Review (LDIGR) Safety Review Practitioners Guidance*, dated July 2020. The analysis will be conducted using HCM 6 methodologies and the Highway Capacity Software. For purposes of this scope of work, up to three interchanges would be included as part of the analysis. If additional interchanges are required to be included in the analysis, the scope and budget needs to be modified accordingly.

- Meetings. It is anticipated that LSA's Transportation Department staff will attend up to six meetings (including four public hearings) related to the processing of the proposed Project. The cost for attending up to six meetings is included within our budget. If LSA Transportation staff is required to attend additional meetings, a contract amendment may be required.
- Work Products. LSA will prepare a draft TIA report documenting analysis methodologies, existing conditions, near-term and cumulative year 2040 conditions, operational deficiencies, recommended improvements, and the Project contribution to these improvements.

The draft TIA will be submitted to the client for review and submittal to the City. This scope and budget includes one review/revision of the TIA to address City comments. Additional rounds of review/revision or provision of copies in excess of that stated in this proposal will require an amendment to this scope and cost estimate.

Upon revision, the final report will be submitted to the City as an Adobe Acrobat PDF file. The Project VMT Analysis task would take 5 weeks to complete following issuance of the Notice to Proceed (NTP). The Local Transportation Analysis task would take 12 weeks to complete following issuance of the NTP.

TASK 3: PUBLIC HEARINGS: LSA will attend two Planning Commission hearings and two City Council hearings. Attendance at additional meetings can be added to the scope as additional services, and an estimated cost for attendance is included in Section F, Project Cost.

TASK 4: PROJECT MANAGEMENT AND MEETINGS: Ambarish Mukherjee will undertake a variety of general project management tasks throughout the process of preparing the TIA. Mr. Mukherjee will provide input on scope, budget, and scheduling of the TIA and quality assurance for all work products. He will review all in-house prepared text, tables, and graphics before these materials are presented to the City as draft review documents.

Mr. Mukherjee will also be in charge of the day-to-day activities associated with the proposed Project. Project management tasks include regular client contact; oversight of team members; and development of products. As Project Manager, Mr. Mukherjee will attend all meetings and maintain a project schedule. He will monitor the project budget in light of progress in the project schedule and will communicate any potential deviations with the City in a timely manner. He will also provide direction to all team members that will ensure an internally consistent, coherent document.

Mr. Mukherjee, and LSA transportation staff, as appropriate, will be available to meet with the project team to discuss about transportation related issues of the project. The proposed cost estimate includes attendance by Mr. Mukherjee at the project kick-off meeting. In addition, LSA has budgeted (under this task) for attendance at up to three in-person or teleconference team meetings with the City.

UTILITIES AND SERVICES SYSTEMS

This section will focus on wastewater, water, and storm drainage infrastructure, as well as other utilities (i.e. solid waste, gas, electric, etc.) that are needed to serve the proposed project. We understand that the City and/or applicant will provide us with utilities studies/calculations for our use in this section. This section will provide an analysis, including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with utilities and service systems. A brief description of the wastewater, storm drainage, and water assessments are provided below.

Wastewater: We understand that the City will commission one of their consultants to prepare an analysis of wastewater service for the Project Area, and that once prepared it will be provided to De Novo for use in the EIR. We will analyze the impacts associated with on-site and off-site construction of the conveyance system, including temporary impacts associated with the construction phase. We will present the proposed infrastructure as provided by the developer's engineer. This will likely include a system of gravity pipes, pump station(s), and a forcemain(s). Lastly, we will discuss the disposal methods and location, including environmental impacts and permit requirements associated with disposal of treated wastewater. We will address the potential for the use of recycled water for irrigation to the extent allowed by the City's Waste Discharge Permit issued by the RWQCB.

Storm Drain: We understand that the City will commission one of their consultants to prepare an analysis of storm drainage service for the Project Area, and that once prepared it will be provided to De Novo for use in the EIR. We will analyze the impacts associated with on-site and off-site construction of the storm drainage system, including temporary impacts associated with the construction phase. We will identify permit requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer's engineer. We will review the proposed system for consistency with the FMFCD's Master Storm Drain Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR (i.e. flood hazards), although the focus of this section will be on the environmental impacts associated with the system.

Water Supply: The EIR will require a Water Supply Assessment (SB 610/AB 221 Assessment) to support the analysis. We understand that the City will commission one of their consultants to prepare this document, and that once prepared it will be provided to De Novo for use in the EIR. We will utilize the water demand and supply calculations and conclusions in the EIR. We will analyze the impacts associated with on-site and off-site construction of the water system, including temporary impacts associated with the construction phase. We will identify permit

requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer's engineer. This will likely include a looped system of pipes, storage, wells, and pump station(s). We will review the proposed system for consistency with the City's Master Water Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR although the focus of this section will be on the environmental impacts associated with the system.

ALTERNATIVES

De Novo will coordinate with City staff to formulate up to three (3) alternatives for analysis in the EIR as required by the CEQA Guidelines. Our efforts will result in an EIR that will include an examination of a range of reasonable alternatives that could feasibly achieve the basic objectives of the project.

The CEQA Guidelines require that a "No Project" alternative be analyzed among the range of alternatives. An alternative location must also be analyzed unless it is determined by the lead agency that a feasible alternative location does not exist. If the lead agency determines that an alternative location does not exist, it must disclose the reasons for this conclusion in the EIR.

The alternatives section will provide a description and comparison of the alternatives. Finally, an environmental superior alternative will be selected. From our experience with similar EIRs, we will provide suggested alternatives for City staff to consider. Once the alternatives are initially formulated, they will be presented at the public scoping meeting and refined based on public input.

OTHER CEQA REQUIREMENTS

The section will include the other required CEQA sections including issues previously determined to be less than significant, growth-inducing impacts, significant irreversible environmental effects, and a summary of significant and unavoidable impacts.

REPORT PREPARERS AND REFERENCES

This section will provide a list of all persons, agencies, and references used to prepare the EIR.

TASK 6 SCREEN-CHECK DRAFT EIR

Comments received from City staff regarding the Administrative Draft EIR will be incorporated into a Screen-check Draft EIR for a final review by City staff prior to public circulation.

Deliverables:

- *One (1) electronic copy of the Screen-check Draft EIR with appendices, in MS Word and PDF format.*

TASK 7 PUBLIC DRAFT EIR

Comments received from City staff regarding the Screen-check Draft EIR will be incorporated into the Draft EIR for public circulation. After the document is finalized, we will publish the document and distribute it with the proper notices to the State Clearinghouse and the County

Clerk. We will anticipate that the City will publish a notice in a newspaper of regional circulation and will mail out the Notice of Availability to the City's distribution list. Additional press releases can be accommodated at the request of City staff.

Deliverables:

- *One electronic copy of the Draft EIR with appendices, in MS Word and PDF format.*
- *Ten (10) hard copies of the Draft EIR printed and bound with a Compact Disc (CD) or flash drive of the technical appendices attached to the inside of the back cover of the EIR.*
- *One (1) stamped copy of the Notice of Completion.*

TASK 8 PREPARE FINAL EIR AND MMRP

Upon completion of the public review period De Novo will prepare a written response to the public comments, and where necessary the appropriate revisions will be made to the EIR text. Any additional text will be marked in underline format and any deleted text will be marked in ~~strikeout~~ format. All responses will be prepared pursuant to Section 15088 of the State CEQA Guidelines and provided to City staff for review.

We anticipate 50 or fewer comment letters, eight to ten pages in length. Excessively long comment letters, or those that are complicated and require a significant effort and/or additional analysis to respond to are considered outside the scope of work and cost estimate.

We will include a Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The MMRP will consolidate information contained in the environmental analysis, including the specific mitigation measure, the party responsible for implementation, the party responsible for monitoring, the time frame for implementation, and a section for confirmation of implementation.

Comments received from City staff regarding the Administrative Final EIR will be incorporated into a Screen-check Final EIR for a final review by City staff prior to public circulation.

Comments received from City staff regarding the Screen-check Final EIR will be incorporated into the Final EIR for public circulation. After the document is finalized, we will produce the document and deliver it to the City for distribution with the proper notices.

Deliverables:

- *One (1) electronic copy of the Administrative Final EIR with appendices, in MS Word and PDF format.*
- *One (1) electronic copy of the Screen-check Final EIR with appendices, in MS Word and PDF format.*
- *Ten (10) hard copies of the Final EIR printed and bound with a Compact Disc (CD) or flash drive of the technical appendices attached to the inside of the back cover of the EIR.*

TASK 9 PUBLIC NOTICES

De Novo will be responsible for preparation of all public noticing requirements required under CEQA, including but not limited to, the Notice of Preparation, Notice of Completions, Notice of Availability, and Notice of Determination. This task assumes one round of revisions for each notice prepared. City staff will be responsible for mailing any of the notices locally; however, De Novo will be responsible for any required submittals to the State Clearinghouse. The City will be responsible for Planning Commission and City Council noticing.

Deliverables:

- *Notice of Completion for NOP and Draft EIR filing at the SCH*
- *Notice of Preparation for filing with the County Clerk, SCH, City website, and legal ad*
- *Notice of Availability for filing with the County Clerk, SCH, City website, and legal ad*
- *Notice of Determination for filing with the County Clerk and SCH*
(Note: We have not budgeted for the cost of CDFW or County Clerk filing fees for the NOD. We anticipate these to be paid by the project applicant.)

TASK 10 STATEMENT OF OVERRIDING CONSIDERATIONS AND FINDINGS OF FACT

De Novo will prepare the required CEQA Findings of Fact, and Statement of Overriding Considerations pursuant to requirements of Sections 15091 and 15093 of the State CEQA Guidelines. These deliverables will be prepared using the City's format and will be provided to City staff for an administrative review. Comments received from staff regarding the administrative draft will be incorporated into a Screencheck and final version of these deliverables for use by the City as necessary.

Deliverables:

- *One (1) electronic copy of the Administrative findings of fact, and statement of overriding considerations, in MS Word and PDF format.*
- *One (1) electronic copy of the Screencheck findings of fact, and statement of overriding considerations, in MS Word and PDF format.*
- *One (1) electronic copy of the Final findings of fact, and statement of overriding considerations, in MS Word and PDF format.*

TASK 11 PUBLIC HEARINGS

In addition to the scoping meeting following preparation of the NOP, De Novo will attend up to two (2) Planning Commission hearings and two (2) City Council hearings. At each of the hearings, De Novo will work with City staff to prepare a PowerPoint presentation related to the CEQA portion of the project and address CEQA-related questions or comments that may come up. Each additional hearing/meeting will be charged on a time and materials basis not to exceed \$900/meeting.

TASK 12: PROJECT MANAGEMENT

This task includes time related to project management, including but not limited to, invoicing, check-in calls and/or meetings, throughout preparation of the EIR, and other project management related tasks. This task assumes bi-weekly check in calls, as well as up to three (3) in-person meetings with City staff and/or applicant, as needed.

PROJECT SCHEDULE

<i>Project Task</i>	<i>Time Period (days)</i>	<i>Start</i>	<i>Finish</i>
Contract Award/Notice to Proceed	--	1-Dec-22	1-Dec-22
Task 1 – Project Kickoff, Data Collection, and Background Information			
Meet w/ City re: communication, deliverables	3	1-Dec-22	4-Dec-22
Collect background documents	2	4-Dec-22	6-Dec-22
Task 2 & 3 – NOP, Scoping Meeting, Project Description, and Alternatives			
NOP, Project Description, and Alternatives	14	6-Dec-22	20-Dec-22
<i>Staff Administrative Review</i>	<i>21</i>	<i>20-Dec-22</i>	<i>10-Jan-23</i>
Complete Public NOP	7	10-Jan-23	17-Jan-23
<i>Statutory 30-day Public Review Period</i>	<i>30</i>	<i>17-Jan-23</i>	<i>16-Feb-23</i>
Public Scoping Meeting (tentative date)	20	6-Feb-23	6-Feb-23
Task 4, 5, 6, & 7 – Technical Studies, Admin Draft, Screencheck, and Public Review Draft EIR			
Biological Resources Study	140	17-Jan-23	6-Jun-23
Cultural Resources Study	140	17-Jan-23	6-Jun-23
Traffic Study	140	17-Jan-23	6-Jun-23
Noise Study	140	17-Jan-23	6-Jun-23
Air Quality and Greenhouse Gas Study	140	17-Jan-23	6-Jun-23
Complete Administrative Draft EIR	150	17-Jan-23	16-Jun-23
<i>Staff Administrative Review</i>	<i>21</i>	<i>16-Jun-23</i>	<i>7-Jul-23</i>
Screen-check Draft EIR	21	7-Jul-23	28-Jul-23
<i>Staff Administrative Review</i>	<i>7</i>	<i>28-Jul-23</i>	<i>4-Aug-23</i>
Complete Public Draft EIR	7	4-Aug-23	11-Aug-23
<i>Statutory 45-day Public Review Period</i>	<i>45</i>	<i>11-Aug-23</i>	<i>25-Sep-23</i>
Task 7, 8, and 9 – Final EIR and MMRP			
Complete Administrative Final EIR	30	25-Sep-23	25-Oct-23
<i>Staff Administrative Review</i>	<i>14</i>	<i>25-Oct-23</i>	<i>8-Nov-23</i>
Screen-check Final EIR	14	8-Nov-23	22-Nov-23
Complete Admin Staff Report / Findings / Overriding Considerations	7	25-Oct-23	1-Nov-23
<i>Staff Review Staff Report / Findings / Overriding Considerations</i>	<i>7</i>	<i>1-Nov-23</i>	<i>8-Nov-23</i>
Complete Final EIR/Schedule Approval Hearing	7	8-Nov-23	15-Nov-23
Planning Commission Hearing	10	15-Nov-23	25-Nov-23
City Council Hearing	10	25-Nov-23	5-Dec-23

PROJECT COST

Task #	Task Description	McMurtry Principal/PM \$175	Richie Principal \$175	Carroll Senior \$130	Smith Senior \$130	Anderson Associate \$120	De Novo GIS/Admin \$115	Subconsultants			Direct Costs	Totals
								LSA Traffic	Peak Cultural	MD Acoustics Noise		
1	Project Kickoff, Data Collection, and Background Information											
1.1	Kickoff call w/ City re: communication, deliverables	1.0		1.0								2.0
1.2	Collect background documents	1.0		1.0	1.0	1.0	1.0					5.0
1.3	Refine scope/schedule as needed	1.0										1.0
	<i>Subtotal</i>	3.0	0.0	2.0	1.0	1.0	1.0					8.0
	<i>Task 1</i>	\$ 525.00	\$ -	\$ 260.00	\$ 130.00	\$ 120.00	\$ 115.00	\$ -	\$ -	\$ -	\$ -	\$ 1,150.00
2	Notice of Preparation and Scoping Meeting											
2.1	Prepare Admin Initial Study and NOP	4.0		8.0		32.0	6.0					50.0
2.2	Prepare NOP for Public Review	1.0		2.0		4.0	1.0				\$ 600.00	8.0
2.3	Scoping Meeting	5.0		5.0								10.0
	<i>Subtotal</i>	10.0	0.0	15.0	0.0	36.0	7.0					68.0
	<i>Task 2</i>	\$ 1,750.00	\$ -	\$ 1,950.00	\$ -	\$ 4,320.00	\$ 805.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 9,425.00
3	Project Description and Alternatives											
3.1	Prepare Draft Project Description	2.0		12.0			2.0					16.0
3.2	Prepare Draft Alternatives	2.0		12.0			1.0					15.0
3.3	Prepare Final Project Description and Alternatives	1.0		5.0								6.0
	<i>Subtotal</i>	5.0	0.0	29.0	0.0	0.0	3.0					37.0
	<i>Task 3</i>	\$ 875.00	\$ -	\$ 3,770.00	\$ -	\$ -	\$ 345.00	\$ -	\$ -	\$ -	\$ -	\$ 4,990.00
4	Technical Studies											
4.1	Air Quality and Greenhouse Gas Emissions	2.0		4.0	45.0		2.0					53.0
4.2	Biological Resources	50.0		4.0			4.0					58.0
4.3	Cultural Resources	2.0		4.0					\$ 18,500.00			6.0
4.3	Noise	2.0		4.0						\$ 17,250.00		6.0
4.3	Traffic Impact Assessment	2.0		4.0				\$ 199,735.00				6.0
	<i>Subtotal</i>	58.0	0.0	20.0	45.0	0.0	6.0					129.0
	<i>Task 4</i>	\$ 10,150.00	\$ -	\$ 2,600.00	\$ 5,850.00	\$ -	\$ 690.00	\$ 199,735.00	\$ 18,500.00	\$ 17,250.00	\$ -	\$ 254,775.00
5	Prepare Administrative Draft EIR											
5.1	Cover/Table of Contents/Graphics/GIS	1.0		2.0			12.0					15.0
5.2	Executive Summary/Introduction	1.0		1.0		8.0						10.0
5.3	Project Description	2.0		2.0		6.0						10.0
5.4	Aesthetics	2.0		18.0								20.0
5.5	Agricultural Resources	2.0		32.0								34.0
5.6	Air Quality	2.0		2.0	8.0							12.0
5.7	Biological Resources	2.0		2.0		8.0						12.0
5.8	Cultural Resources	2.0		2.0		8.0						12.0
5.9	Geology/Soils	2.0		24.0								26.0
5.10	Greenhouse Gases and Climate Change	2.0		2.0	8.0							12.0
5.11	Hazards/Hazardous Materials	2.0		2.0		24.0					\$ 800.00	28.0
5.12	Hydrology/Water Quality	2.0		24.0								26.0
5.13	Land Use Planning and Population	2.0		24.0								26.0
5.14	Noise	2.0		2.0		8.0						12.0
5.15	Public Services	2.0		24.0								26.0
5.16	Transportation/Circulation	2.0		2.0		12.0						16.0
5.17	Utilities	2.0		2.0		24.0						28.0
5.18	Cumulative Impacts	2.0		2.0		32.0						36.0
5.19	Alternatives	2.0		38.0								40.0
5.20	Other Mandated CEQA Sections	1.0		18.0								19.0
5.21	Report Preparers and References	1.0		1.0								2.0
5.22	Expanded Programmatic Discussion of SOI Area	6.0		10.0	18.0	18.0						52.0
5.23	Produce Admin. Draft EIR	4.0		4.0			8.0					16.0
5.24	Document Preparation/Management	12.0	24.0	1.0	1.0	1.0	2.0					41.0
	<i>Subtotal</i>	60.0	24.0	241.0	35.0	149.0	22.0					531.0
	<i>Task 5</i>	\$ 10,500.00	\$ 4,200.00	\$ 31,330.00	\$ 4,550.00	\$ 17,880.00	\$ 2,530.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 71,790.00

Task #	Task Description	McMurtry Principal/PM \$175	Richie Principal \$175	Carroll Senior \$130	Smith Senior \$130	Anderson Associate \$120	De Novo GIS/Admin \$115	Subconsultants			Direct Costs	Totals
								LSA Traffic	Peak Cultural	MD Acoustics Noise		
6	Prepare Screen-check Draft EIR											
6.1	Document Revisions	34.0		24.0	18.0	32.0	8.0					116.0
6.2	Document Preparation/Management	6.0		1.0	1.0	1.0	8.0					17.0
	<i>Subtotal</i>	40.0	0.0	25.0	19.0	33.0	16.0					133.0
	<i>Task 6</i>	\$ 7,000.00	\$ -	\$ 3,250.00	\$ 2,470.00	\$ 3,960.00	\$ 1,840.00	\$ -	\$ -	\$ -	\$ -	\$ 18,520.00
7	Prepare Public Draft EIR											
7.1	Document Revisions	4.0		2.0	2.0	8.0	2.0					18.0
7.2	Document Preparation/Management	6.0		1.0		1.0	8.0				\$ 2,000.00	16.0
	<i>Subtotal</i>	10.0	0.0	3.0	2.0	9.0	10.0					34.0
	<i>Task 7</i>	\$ 1,750.00	\$ -	\$ 390.00	\$ 260.00	\$ 1,080.00	\$ 1,150.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 6,630.00
8	Prepare Admin Final EIR and MMRP											
8.1	Introduction	1.0		10.0								11.0
8.2	Overview of Comments Received	8.0		16.0								24.0
8.3	Response to Comments	24.0	8.0	48.0	12.0	64.0						156.0
8.4	Mitigation Monitoring and Reporting	8.0					8.0					16.0
8.5	Produce Admin. Final EIR	2.0		4.0			4.0					10.0
8.6	Revise/Produce Screencheck Draft EIR	12.0		16.0	2.0	36.0	8.0					74.0
8.7	Document Preparation/Management	2.0		4.0			4.0					10.0
8.8	Revise/Produce Public Final EIR	4.0		4.0	1.0	12.0	8.0					29.0
8.9	Document Preparation/Management	2.0		4.0			4.0				\$ 1,200.00	10.0
	<i>Subtotal</i>	63.0	8.0	106.0	15.0	112.0	36.0					340.0
	<i>Task 8</i>	\$ 11,025.00	\$ 1,400.00	\$ 13,780.00	\$ 1,950.00	\$ 13,440.00	\$ 4,140.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 46,935.00
9	Public Noticing											
9.1	Notice of Preparation	1.0				1.0						2.0
9.2	Notice of Completion (2)	1.0				1.0						2.0
9.3	Notice of Availability	1.0				1.0						2.0
9.4	Notice of Determination	1.0				1.0						2.0
	<i>Subtotal</i>	4.0	0.0	0.0	0.0	4.0	0.0				\$ -	8.0
	<i>Task 9</i>	\$ 700.00	\$ -	\$ -	\$ -	\$ 480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,180.00
10	Findings/Statement of Overriding Considerations											
10.1	Prepare Admin. Findings/Overriding Considerations	12.0		12.0								24.0
10.2	Prepare Screencheck Findings/Overriding Considerations	6.0		6.0								12.0
10.3	Prepare Final Findings/Overriding Considerations	4.0		4.0								8.0
	<i>Subtotal</i>	22.0	0.0	22.0	0.0	0.0	0.0					44.0
	<i>Task 10</i>	\$ 3,850.00	\$ -	\$ 2,860.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,710.00
11	Public Hearings											
11.1	Planning Commission (2)	12.0		12.0							\$ 150.00	24.0
11.2	City Council (2)	12.0		12.0							\$ 150.00	24.0
	<i>Subtotal</i>	24.0	0.0	24.0	0.0	0.0	0.0					48.0
	<i>Task 11</i>	\$ 4,200.00	\$ -	\$ 3,120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 7,620.00
12	Administration/Project Management											
12.1	Project Management/Coordination	26.0	1.0	2.0	2.0	2.0						33.0
12.2	Administration	14.0	1.0	1.0	1.0	1.0	2.0				\$ 300.00	20.0
	<i>Subtotal</i>	40.0	2.0	3.0	3.0	3.0	2.0					53.0
	<i>Task 12</i>	\$ 7,000.00	\$ 350.00	\$ 390.00	\$ 390.00	\$ 360.00	\$ 230.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 9,020.00
De Novo Project Totals												
	Project Hours	339	34	466	120	347	103					1,409.0
	Project Cost	\$ 59,325.00	\$ 5,950.00	\$ 63,700.00	\$ 15,600.00	\$ 41,640.00	\$ 11,845.00	\$ 199,735.00	\$ 18,500.00	\$ 17,250.00	\$ 5,200.00	\$ 438,745.00
Contingency												
	10% Contingency											\$ 43,874.50
Total Project Cost												\$ 482,619.50

EXHIBIT B

BUDGET AND TASK SCHEDULE

To be provided with final agreement

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim and \$2,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.

EXHIBIT D SIGNING AUTHORITY

To be provided with final agreement

RESOLUTION 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN APPLICATION FOR THE AMENDMENT OF THE CITY OF CLOVIS
SPHERE OF INFLUENCE**

WHEREAS, at a meeting on November 14, 2022, the Clovis City Council did consider the initiation of an amendment of the City of Clovis Sphere of Influence proposed pursuant to Chapter 4 of the Local Government Reorganization Act of 2000; and

WHEREAS, a Sphere of Influence is the boundary adopted by the Fresno Local Agency Formation Commission that designates a municipality's probable future urban area within which annexations to the City can take place; and

WHEREAS, said proposal consists of the addition of approximately 923 acres to the existing City of Clovis SOI consisting of parcels generally located north of Shepherd Avenue to Behymer Avenue, from Sunnyside Avenue to the Big Dry Creek Dam, as shown in Attachment A; and

WHEREAS, the City of Clovis has determined that the parcels to be included in the SOI Amendment will facilitate and encourage orderly growth and development which are essential to the social, fiscal, and economic wellbeing of the community; and

WHEREAS, an Environmental Impact Report and appropriate technical studies will be prepared to determine the potential environmental effects associated with the amendment pursuant to the California Environmental Quality Act; and

WHEREAS, staff will work with the applicant and other property owners within the affected area on the preparation of a master development plan ("master plan"). The General Plan requires the completion and adoption of a master plan before annexation and development can proceed within the Northeast Urban Center; and

WHEREAS, prior to annexations proposed in the amended Sphere of Influence area, the City shall demonstrate that it has sufficient capacity to provide urban services to the annexation project area and areas within 1/8 mile of the site in accordance with the Clovis General Plan, and City adopted master service delivery plans for Sewer, Water, and Recycled Water.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis:

1. Hereby approves the submittal of an application to the Fresno Local Agency Formation Commission, requesting the Sphere of Influence Amendment proceedings be conducted pursuant to the Local Government Reorganization Act of 2000.

2. Staff is authorized and directed to work with the owners within the affected area to prepare a master development plan in conformance with the requirements of the General Plan.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

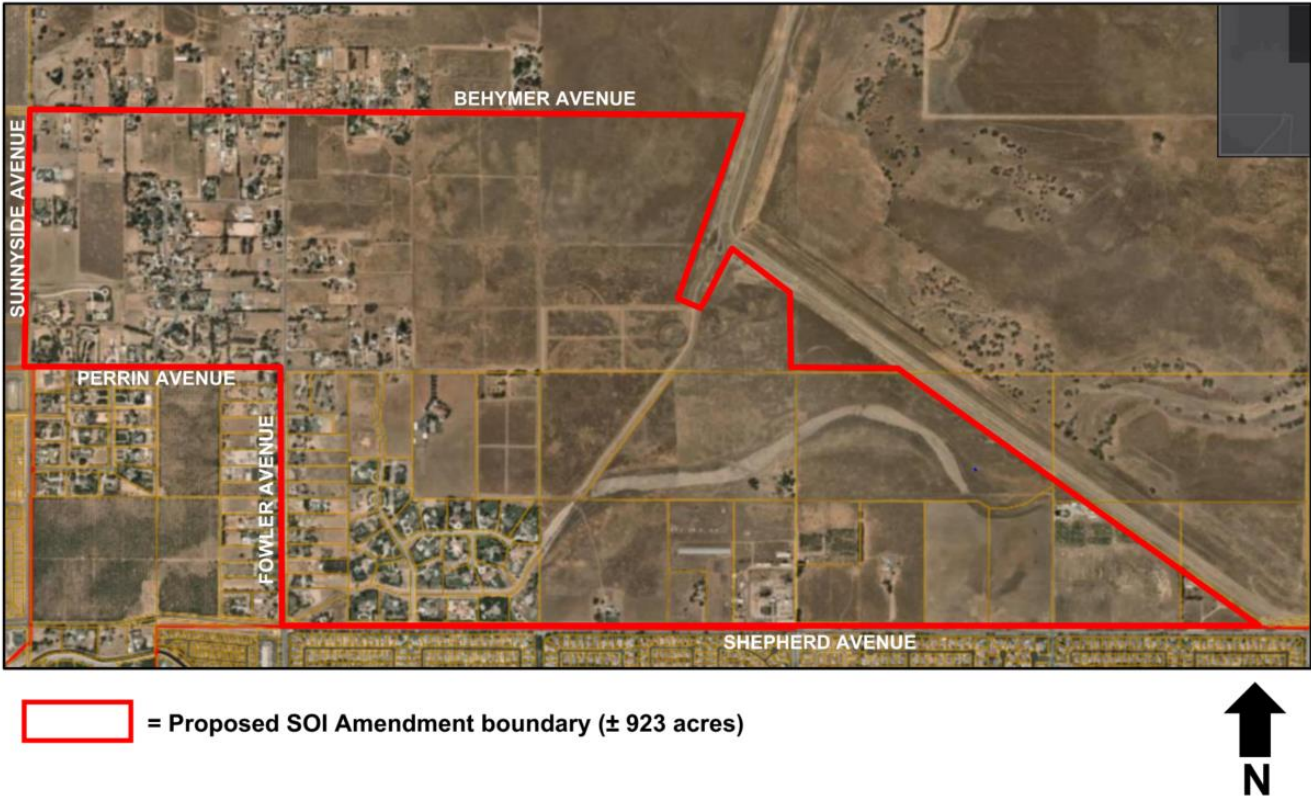
ABSTAIN:

DATED: November 14, 2022

Mayor

City Clerk

Attachment A





CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: November 14, 2022

SUBJECT: Consider various items associated with Clovis Landmark Square, Located on the north side of Third Street at Veterans Memorial Parkway.

a. Receive and File – Update on Landmark Square Construction.

b. Consider Approval – Res. 22-___, amending the 2022-2023 Community Investment Program (CIP) budget for the Landmark Square Project.

Staff: Mike Harrison, City Engineer

Recommendation: Receive and File and Approve

ATTACHMENTS: 1. Res. 22-___, Budget Amendment

CONFLICT OF INTEREST

None.

RECOMMENDATION

1. For the City Council to consider items related to the soil contamination and resultant project delays and additional costs on the Landmark Square Project; and
2. For the City Council to approve a resolution amending the 2022-2023 Community Investment Program (CIP) budget for the Landmark Square Project.

EXECUTIVE SUMMARY

In January 2021, a construction contract was awarded to AMG for the Landmark Square project improvements. These improvements include the construction of the Senior Center and Transit Facility, including on- and off-site improvements. The County of Fresno is independently designing and constructing the future library site to be located in the northwest corner of the Landmark Square site. In February 2021, work commenced on the City-driven improvements. In March 2021, contaminated soil was discovered during site grading. The City has since been working with regulatory agencies to address the soil contamination issues and to determine appropriate mitigation with the goal of resolving the on-site conditions. These efforts have prolonged the construction schedule of the site by more than 12 months.

On December 13, 2021, staff provided Council with a project status update, and requested a budget amendment in the amount of \$3.2 million to cover the cost of the soil contamination and cleanup efforts. It was also reported at that time that the full extent of the investigative work and its impact on the construction cost was not fully known, and that additional costs may be incurred in completing the project, such as building protections and ongoing operational costs. Staff is now requesting approval of an additional budget amendment of \$2 million to cover additional costs associated with the soil contamination, project delays, and design modifications affecting construction of the project.

BACKGROUND

Staff reported to council on December 13, 2021, regarding the issues created by the soil contamination discovered on site. In that report, staff explained the history of the project up to that point and the additional costs that were estimated to be incurred due to the contamination.

Over the past year, staff has been working with the Department of Toxic Substance Control (DTSC), continuing to provide fairly extensive additional investigation, testing, and reporting at DTSC's direction with the ultimate goal of getting a "No Further Action" status from DTSC. At the direction of the DTSC, several additional test wells were installed, and additional reports were provided and submitted to DTSC, the most recent of which was in October 2022. The City is currently waiting for a response from DTSC. Most recently, the prevailing concern from DTSC staff and the reason for the extensive new testing was to further ascertain the potential for health risks to offsite receptors. The City's consultant experts are indicating that these risks are below acceptable thresholds and that the source of much of the vapor migration through the soil at the site is likely off-site. If this is confirmed by DTSC, the City will continue to pursue, from DTSC, a determination that no further action is necessary on the Landmark Square site. DTSC would then work independently on any further investigation they may need to do off-site.

In an effort to move forward with the construction of the project on the Landmark Square site, vapor barriers were designed and installed under the building slabs for both the Senior Center and Transit Station. Currently, AMG Construction has completed approximately 75% of the total project work under their contract. The revised construction completion date is spring 2023. It is anticipated the Senior and Transit facilities will be ready to occupy summer 2023, once all systems have been thoroughly tested and are operational.

In March 2022, representatives from Fresno County spoke before the City Council indicating their concern about obtaining timely clearance for the library site independent of DTSC investigation on the site-focused improvements. In staff's initial conversations with DTSC, staff requested an independent evaluation of the Library parcel, and DTSC staff indicated that they wanted to continue on the current path of an overall site review. Since that time, the DTSC staff assigned to the project have changed, and they have indicated a willingness to proceed with the independent clearance for the area set aside for the future library. Staff expects a "No Further Action" determination for the Library site by the end of December.

Revised Costs of Project

At the time of the bid award in January 2021, staff reported a budget for the project of \$19,744,426. Prior to discovery of the contamination, this amount was to cover the construction contract with AMG, construction management expenses, and a contingency of approximately \$830,000 for any unforeseen construction-related issues. In December of 2021, Council approved a \$3,200,00 budget amendment to address the soil contamination and cleanup efforts to date. This first budget amendment resulted in a revised approved budget of \$22,950,000. As we are getting closer to project completion and costs are better known, it is estimated that the project will need an additional \$2,000,000 for completion. This addition includes \$600,000 for contingencies and brings the revised project cost to approximately \$24,945,000.

Budget History				
	Senior Center	Transit	Library	Total
Jan 2021 Budget	13,709,502	4,355,193	1,679,431	19,744,126
Dec 2021 Budget Ammendment	1,100,000	900,000	1,200,000	3,200,000
Current Requested Budget Ammendment	1,300,000	700,000	-	2,000,000
Total Revised Budget	16,109,502	5,955,193	2,879,431	24,944,126

A majority of the increase in cost for this second budget amendment is a result of the over 1-year delay leading to substantial construction material and labor cost increases, extended overhead, and construction management costs. There were also significant additional costs incurred in working with DTSC on the site investigation (additional testing and reporting). The City initiated contract change orders that amount to 1.5% of the project cost, and the project architect initiated contract change orders that amount to 3.7% of the project cost, for a total of 5.2% in contract change orders that were not associated with the soil contamination issue.

FISCAL IMPACT

The site soil contamination issue and material and labor cost increases have resulted in an estimated additional \$2,000,000 needed to complete the project. This includes a contingency of \$600,000. Therefore, staff is requesting a \$2,000,000 budget amendment to complete the project, based on currently known conditions.

With the \$13,800,000 in bond financing that has already been issued for this project, there is no opportunity to adjust the amount borrowed. As a result, the additional funding will need to come from transfers from the General Fund and Transit Fund. Staff has worked with the Finance Department on the funding needs to complete construction of the Landmark Square site.

REASON FOR RECOMMENDATION

The project has incurred significant delays resulting in substantial additional costs, in addition to the direct costs for the soil investigation and remediation efforts. To complete the project, additional funding is needed.

ACTIONS FOLLOWING APPROVAL

1. Funds will be appropriated and accounted for in the City of Clovis 2022-2023 Budget as specified in the attached budget amendment; and
2. Staff will continue to work with DTSC to close out the City's obligation as well as obtain clearance on the proposed Fresno County Library site; and
3. Construction of the project will move toward an estimated spring 2023 completion.

Prepared by: Thad Avery, Supervising Civil Engineer

Reviewed by: City Manager JA

RESOLUTION 22-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN
AMENDMENT TO THE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023**

WHEREAS, the City Council adopted the 2022-2023 Budget on June 13, 2022; and

WHEREAS, the City Council approved the expenditure of funds for the 2022-2023 Community Investment Program – General Services Fund; and

WHEREAS, the additional expenditures needed for the Landmark Square Construction project were not anticipated or included in the 2022-2023 Community Investment Program – General Services Fund.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clovis approves the budget amendment as shown in the “Summary of Expenditures by Department”, “Summary of Expenditures by Fund”, “Summary of Transfers by Fund” attached as Attachment A.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 14, 2022, by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: November 14, 2022

Mayor

City Clerk

Attachment A

SUMMARY OF EXPENDITURES BY DEPARTMENT

Department

General Government Facilities	\$2,000,000
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Total	\$2,000,000
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SUMMARY OF EXPENDITURES BY FUND

Fund

General Services	\$2,000,000
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Total	\$2,000,000
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SUMMARY OF TRANSFERS BY FUND**Transfer In**

Fund

General Services	\$2,000,000
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Total	\$2,000,000
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Transfer Out

Fund

General Fund	\$1,300,000
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Transit Fund	\$700,000
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Total	\$2,000,000
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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 14, 2022

SUBJECT: Consider Adoption – **Ord. 22-10**, an Ordinance of the City Council of the City of Clovis Amending Sections 8.1.02, 8.2.101, 8.5.101, 8.6.101, 8.15.101, 8.16.101, 8.17.101 of Title 8 of The Clovis Municipal Code Pertaining to Adoption of 2022 California Building, Electrical, Mechanical, Plumbing, Residential, Energy and Green Building Standards Codes. (Vote: 4-0-1 with Councilmember Whalen absent)

Staff: Karey Cha, City Clerk

Recommendation: Adopt

ATTACHMENTS: 1. None.

This item is on the regular agenda because at introduction it was approved with a less than unanimous vote.

Please direct questions to the City Manager's office at 559-324-2060.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 14, 2022

SUBJECT: Consider Adoption – **Ord. 22-11**, Amending Various Sections of Title 4, Chapter 4.4, Article 1 of the Clovis Municipal Code Relating to the California Fire Code. (Vote: 4-0-1 with Councilmember Whalen absent)

Staff: Karey Cha, City Clerk
Recommendation: Adopt

ATTACHMENTS: 1. None.

This item is on the regular agenda because at introduction it was approved with a less than unanimous vote.

Please direct questions to the City Manager's office at 559-324-2060.